

**CANONS OF ORDER  
OF  
WHITE BARN TRAILS  
NEIGHBORHOOD SOCIETY, INC.**

**Located At**

**STONEHILL VILLAGE  
BEAVERCREEK TOWNSHIP, GREENE COUNTY, OHIO**

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# **Canons of Order Of White Barn Trails Neighborhood Society, Inc.**

Pursuant to Section 1702.10 of the *Ohio Revised Code*, the sole incorporator of **WHITE BARN TRAILS NEIGHBORHOOD SOCIETY, INC.**, an Ohio nonprofit corporation (the "Society"), adopts the following Canons of Order of the Society in connection with the Neighborhood known as White Barn Trails at Stonehill Village (the "Neighborhood"). The Neighborhood is part of the residential and business development known as Stonehill Village (the "Community"), located in Beavercreek Township, Greene County, Ohio. The term "Canons of Order" has the same meaning as "Code of Regulations" for purposes of Chapter 1702 of the *Ohio Revised Code*.

## **Article One General Provisions**

### **Section 1.01 Purpose**

The purpose of these Canons of Order is to establish procedures for the organization and government of the Society and the conduct of its affairs. The Neighborhood is one component of the Community in which it is located. As such, it has requirements that are both similar to, and unique from, the Community at large. The purpose of the Society is to provide a formal, organized forum through which the Owners of Lots located in the Neighborhood may have a voice in the activities of the Community Association. The Society will also serve as the vehicle for the Owners of Lots in the Neighborhood to elect a representative to serve as the Neighborhood's Voting Member in the Community Association. Another important purpose of the Society is to encourage, facilitate, and hopefully foster positive social relationships among the Owners of Lots in the Neighborhood. The powers and authority of the Society are intended to be subordinate to the rights, powers and authority of the Community Association. Upon written request and payment of any applicable charge, the Council of the Neighborhood will provide a complete and accurate copy of these Canons of Order to any Owner or purchaser under contract to buy a Lot in the Neighborhood.

### **Section 1.02 Application of Cannons of Order**

All present or future Owners and Occupants of any Lots in the Neighborhood, and all other Persons who use the Common Areas in the Neighborhood in any manner, will be subject to these Canons of Order and all other Governing Documents. By accepting a deed to a Lot in the Neighborhood, each Owner will be deemed to have constructive notice of these Canons of Order and all other Governing Documents. Acceptance of a deed to a Lot will also constitute unconditional acceptance of, and agreement to be bound by, these Canons of Order and all other Governing Documents.

### **Section 1.03 Definitions**

The words in these Canons of Order are to be given their common, ordinary meanings. Capitalized terms have the same meanings as they have been given in the Glossary of Defined terms attached to the Master Declaration of Covenants, Conditions and Restrictions for Stonehill Village, recorded in the official records of Greene County, Ohio, (the “Declaration”), unless the context clearly indicates otherwise.

## **Article Two Developer’s Reservation of Rights**

### **Section 2.01 Purpose**

The Purpose of this Article of the Canons of Order is to describe the rights, powers and authority that the Developer, Nutter Enterprises, Ltd. is specifically retaining concerning the operation, management and control of the Society during the Development Period. By acceptance of a deed to a Lot, each Owner unconditionally acknowledges and agrees that all rights, powers and authority of the Developer described in these Canons of Order and all of the other Governing Documents are material, reasonable and necessary for proper development of the Neighborhood and the Community.

### **Section 2.02 Exclusive Control Over the Society**

Notwithstanding anything to the contrary in these Canons of Order, during the Development Period, the Developer will have the complete and exclusive right and power to control the management, operation, decisions and all other aspects of the Society. The rights and powers reserved by the Developer will be without any limitation, and will continue throughout the entire Development Period without exception. All rights and powers granted to the Society will be subject and subordinate to the rights of the Developer during the Development Period.

### **Section 2.03 Exclusive Control Over Council and Committees**

During the Development Period, the Developer will have the complete and exclusive right and power to control the formation, organization, management, operation, decisions and all other aspects of the Council, and all Officers committees, subcommittees, panels, boards, employees, volunteers and agents of the Society. These rights and powers reserved by the Developer will also be without any limitation, and will continue throughout the entire Development Period without exception. All rights and powers granted to the Council, Officers, committees, volunteers and agents of the Society under these Canons of Order will be subject and subordinate to the rights of the Developer during the Development Period. Without limiting the Developer’s

rights under this Section, the following are specific requirements which must be followed in order to preserve the Developer's rights and powers:

**(a) Appointment of Council Members and Others**

The Developer will have the right to appoint, approve, and/or remove any and all of the Council Members, Officers, and all committees, volunteers and agents of the Society.

**(b) Notice of Meetings**

The Developer must receive timely notice of all meetings of the Members, the Council, and all committees of the Society.

**(c) Right to Participate**

The Developer, either by itself or through any other Person designated by the Developer, will have the right to attend and participate in all meetings of the Members, the Council, and all committees of the Society.

**(d) Right to Disapprove Actions**

The Developer will have the right to approve, disapprove, or modify all actions, decisions, recommendations, Rules and Regulations, policies, programs and other activities of the Society, Council, the Officers and all committees of the Society. If the Developer does not exercise its right to disapprove or modify the matters by written notice to the acting body within Ten (10) days after the matter is initially decided or implemented, then the Developer will be deemed to have waived this right as to that particular matter.

**Section 2.04 Exercise of the Developer's Rights and/or Discretion**

To the extent that the Developer is empowered under this Article of the Canons of Order or any of the other Governing Documents to undertake any action, to make any decision or determination, or to exercise any other right, privilege, or power, the action, decision and/or exercise will be at the sole, complete and absolute discretion of the Developer, without the need for any review, approval, consent or authorization by any other Person whatsoever.

**Section 2.05 Reservation of Right to Delegate**

The Developer reserves the right to assign or delegate to the Council or any Person the right to exercise all or any portions of the Developer's rights, powers and authority under these Canons of Order, and any of the other Governing Documents, on the terms and for the periods of time as the Developer may determine. Any assignment or delegation must be in writing and signed by the Developer, or its authorized agent. No assignment or delegation under this Section will

reduce or limit the right of the Developer to exercise that right, power or authority concurrently or independently, or expand the right, power or authority beyond the scope properly exercised by the Developer.

### **Section 2.06 No Waiver**

The failure of the Developer to exercise any right, power or authority granted to or reserved by the Developer under these Canons of Order, or any of the other Governing Documents, will not constitute a waiver of the Developer's right to exercise that right, power or authority at any time, whether under the same or different circumstances, or under any existing, concurrent or subsequent events.

### **Section 2.07 Commencement and Termination of Development Period**

The Development Period will commence on the date that the Declaration for the Community is recorded in the office of the Greene County Recorder. The Development Period will terminate on the earlier of:

- (i) the date on which the Developer, any Related Entity or any Founding Member no longer owns any portion of the Property in the Community, including without limitation any Exempt Property or any Voidable Property;
- (ii) the date on which the Developer voluntarily relinquishes all of its rights and authority under the Declaration in a written instrument, signed by the Developer, and recorded in the office of the Greene County Recorder, which specifically states that the Developer intends to terminate the Development Period; or
- (iii) the date which is Forty (40) years after the date on which the Declaration is recorded in the office of the Greene County Recorder.

### **Section 2.08 Transition With Respect to Society**

Upon the formation of the Society, the Developer will appoint all Council Members. Within Sixty (60) days after conveyance of Twenty-Five Percent (25%) of the Neighborhood's total Lots to Owners other than the Developer or any Builder, the then current Owner Members of the Society may elect One (1) member of the Council. Within Sixty (60) days after conveyance of Fifty Percent (50%) of the total Lots in the Neighborhood to Owners other than the Developer or any Builder, the then current Owner Members of the Society may elect a total of Two (2) members of the Council. Within Sixty (60) days after conveyance of Seventy-Five Percent (75%) of the total Lots in the Neighborhood to Owners other than the Developer or any Builder,

the then current Owner Members of the Society may elect a total of Three (3) members of the Council for the Neighborhood.

### **Section 2.09 Early Termination of Control**

The Developer may voluntarily relinquish and terminate all or a portion of its right to participate in and control the Society, Council, and all committees of the Society before termination of the Development Period. Any early termination must be evidenced in a written instrument, signed by the Developer and recorded in the office of the Greene County Recorder, which specifically states that portion of control, or the nature and scope of those rights, powers, and authorities, then being terminated and relinquished by the Developer. A partial termination will not be construed to limit, restrict or otherwise affect the remaining exclusive rights and powers granted to or reserved by the Developer under these Canons of Order or any other Governing Documents which are not specifically relinquished.

### **Section 2.10 Effect of Termination of Development Period Upon this Article**

The terms and conditions set forth in this Article of the Canons of Order will only be effective during the Development Period. Upon the termination of the Development Period, this Article will be automatically repealed and will be completely disregarded in the same manner and to the same extent as if it had never been incorporated into the Canons of Order. The repeal of this Article will not have any effect whatsoever on the remaining Articles and provisions of these Canons of Order.

## **Article Three Name and Location**

### **Section 3.01 Name of Society**

The name of the Society is the White Barn Trails Neighborhood Society, Inc.

### **Section 3.02 Location of the Principal Office**

The principal office of the Society will be at Stonehill Village in Beavercreek Township, Greene County, Ohio.

## **Article Four**

### **Relationship Between Neighborhood Society and Community Association**

#### **Section 4.01 Overview**

Management of a Community the size of Stonehill Village is a complex, but important matter. The objective of the Developer is to provide an efficient and effective system that permits and encourages participation by every Owner, without creating unreasonable personal administrative obligations that will detract from the enjoyment of living in the Neighborhood and the Community. The overlay management structure for the Community consists of the Association, as the central administrative body, and several smaller, subordinate organizations known as Neighborhood Societies. This Society is one of those Neighborhood Societies. The Association and the Society are structured with the goal of facilitating participation by the Owner Members in the governance of the Community, while reducing as much as possible the administrative burdens associated with that participation.

#### **Section 4.02 Purpose of Association**

The Developer has formed the Association as an Ohio nonprofit corporation. The legal name of the Association is the Stonehill Village Community Association, Inc. The purpose of the Association is to serve as the predominant entity through which the Owners of Lots in the Community (which include the Owner Members of this Society) will manage and administer the entire Community for the benefit of all of the Owners in the various Neighborhoods. The Association will own, manage, maintain and operate all of the Common Areas in the Community. Further, the Association will oversee and enforce the Declaration and the other Governing Documents through its Board and various committees.

#### **Section 4.03 Purpose of Neighborhood Societies**

As each Neighborhood is integrated into the Community, the Developer will form a separate Ohio nonprofit corporation for that Neighborhood. This Society is one such nonprofit corporation. Although the legal structure of the Society is similar to the legal structure of the Association, it has been designated in the Declaration, the Articles of Incorporation, and these Canons of Order as a “Neighborhood Society” in order to differentiate it from the Association. Further, the powers and authority of this Society and every other Neighborhood Society will be subordinate to the rights, powers and authority of the Association. The primary purpose of this Society and every other Neighborhood Society will be to provide a forum where Owners in the Neighborhoods will have an opportunity to provide input into matters that affect their particular Neighborhoods. Each Neighborhood Society will also elect a representative to serve as the Voting Member to represent their Neighborhood in the Association.

#### **Section 4.04 Effect of Layering Organizations**

The purpose of providing layers of administrative rights and responsibilities through the Association and subordinate Neighborhood Societies is to create a more efficient system of private democracy in the Community for the management of its affairs. The ultimate power is reserved for the Owner Members, subject only to the rights of the Developer during the Development Period. The Owner Members will exercise most of their rights through the Neighborhood Societies. In turn, the Neighborhood Societies will operate the Association through the collective action of their individual Voting Member representatives. These multiple levels of organization are intended to establish a representative form of management that will best reflect the rights and desires of the Owners through a centralized structure. The centralized structure of the Association will enable the individual Owners to be free of the daily responsibilities of overseeing the operation of the Community, while at the same time enhancing the continuity and effectiveness with which the Community as a whole can fulfill the goals and objectives described in the Declaration, these Canons or Order, and other Governing Documents.

#### **Section 4.05 Veto Power of Voting Members of the Association**

In recognition of the fact that the rights and powers of the Community's Association are superior to any and all rights and powers of the Society, by majority vote of the Voting Members and the Association, the Association will have the right to veto, prohibit, enjoin or modify any action taken or proposed to be taken by the Society if, in the sole discretion of the Voting Members, the action conflicts in any respect with the power and authority of the Association, or is or may be detrimental to the health, safety, welfare or overall best interests of the Community as a whole. This veto power on the part of the Association is inherent in the structural interrelationship between the Association and the Society, and is completely independent of the Developer's rights during the Development Period. Thus, the expiration of the Development Period will not have any impact upon the Association's control over the actions of the Society as set forth in these Canons of Order, the Declaration, or any other Governing Document.

### **Article Five Members**

#### **Section 5.01 Membership Type**

There will be Three (3) different types of Members in the Society, each of which is described below:

**(a) Owner Members**

Every Owner of a Lot in the Neighborhood will automatically be a Member of the Society.

**(b) Developer Member**

The Developer, or any Related Entity to which the Developer has assigned its rights pertaining to the development of the Neighborhood, will be the only Developer Member of the Society. Membership of the Developer Member is based upon the Developer's relationship to and responsibilities for the creation and development of the Neighborhood. The Developer or its Related Entity will be considered a Member of the Society in order to facilitate the exercise of the rights, powers and authority reserved for the Developer under the Declaration and these Canons of Order. The Developer Member category of membership in the Society will automatically terminate upon the conclusion of the Development Period.

**(c) Founding Members**

The spouse, children, grandchildren and great grandchildren of Robert W. Nutter, and the spouses and natural or adopted children of each of these individuals are the Founding Members of the Society. Membership of the Founding Members is based upon the relationship of these individuals to the initial owner of the land upon which the Community and the Neighborhood have been established, and in recognition of the concept and implementation of the Community by this family. The Founding Members are considered to be Members of the Society in order to permit their continuing use and enjoyment of the creation they envisioned and brought into reality. The Founding Member category of membership in the Society will continue until the death of the last Founding Member.

**Section 5.02 Owner Member Qualification**

All Owner Members in the Society must be the holders of present legal title to a Lot in the Neighborhood. Membership by the Owner Members in the Society is evidenced by a properly executed and delivered deed granting a present legal interest in a Lot, and will be effective from the date the deed is recorded. Owner Members may be individuals, general or limited partnerships, limited liability companies, profit or nonprofit corporations, trusts, or any other form of entity recognized under Ohio law and having the power to hold legal title to real estate. Membership in the Society is an incidence of ownership of a present interest in legal title to a Lot in the Neighborhood, and all Owner Members of the Society must have a present legal interest in title to one or more of the Lots. No person who holds a future legal or equitable interest (whether vested or contingent) in any Neighborhood Lot will be an Owner Member of the Society, nor have any rights or obligations of Owner Members of the Society. Lenders holding any interest in any Lot in the Neighborhood as security for an obligation of the Owner of the Lot are not eligible to be Owner Members in the Society unless and until they have foreclosed on the security and obtained legal title to the Lot.

### **Section 5.03 Transfer of Membership by Owner Members**

If an Owner Member sells, assigns, gives or otherwise transfers a present legal interest in a Lot to another Person, the membership of the former Owner will automatically terminate, and the new Owner will automatically become an Owner Member in the Association. This transfer will be effective upon the recording of the deed for the Lot being transferred.

### **Section 5.04 Voting Rights**

The Members of the Society will have the following rights concerning voting on matters requiring or permitting the vote or approval of the Members:

#### **(a) Non-Voting Members**

After the Development Period, the Developer Member and the Founding Members will not have the right to vote on any matters brought before the membership of the Society for consideration. However, the Developer Member and the Founding Members will be entitled to receive notice of all meetings of the Members, and to attend and participate in discussions of all issues raised at those meetings. During the Development Period, the Developer will have the right to cast a superior vote to all Owner Member votes, and will also retain the unlimited right to veto actions passed by Owner Member votes.

#### **(b) Owner Members**

Owner Members of the Society will be entitled to vote on all matters requiring the approval of the Members as set forth in these Canons of Order. There will only be One (1) vote per Lot. If a Lot is owned by more than one individual, the co-Owners of the Lot must determine among themselves who will exercise the voting right for that Lot. Multiple votes from co-Owners of a single Lot will result in the disqualification of all votes pertaining to that Lot on that issue. In situations where the Owner of a Lot is not a natural person, the Owner must designate in writing to the Secretary of the Association, in advance of casting a vote, the name and official title of the individual who is authorized to vote for that Owner Member on that issue. All votes of the Members are subject to the rights of the Developer during the Development Period.

### **Section 5.05 Annual Meetings**

The first annual meeting of the Members will be held within One (1) year from the date of the recording of the Plat for the Neighborhood in the offices of the Greene County Recorder. Each succeeding year, a regular annual meeting of the Members will be held on or before the last day of January, or on such other date as the Council may designate.

## **Section 5.06 Special Meetings**

Special meetings of the Members may be called at any time by the President, a majority of the Council acting with or without meeting, or upon written request of Members entitled to exercise a majority of the voting power of Members. All special meetings of the Members will be held at a time and at a location established by the Council, but no later than Thirty (30) days after receipt of the written request from the Person(s) calling the meeting.

## **Section 5.07 Notice of Meetings**

Notice of each annual or special meeting of the Members will be given by, or at the direction of, the Secretary of the Society to each Member entitled to vote at that meeting. All meeting notices must be served in the manner provided in these Canons of Order at least Ten (10) days, but not more than Sixty (60) days, before the meeting. The notice will also be served on the Developer Member and all Founding Members in the same manner and in the same time. The notice will specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No other business will be conducted at any special meeting of the Members except as stated in the notice of the meeting.

## **Section 5.08 Waiver of Notice**

Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before, during or after the meeting. Attendance at an annual or special meeting by a Member is deemed a waiver by that Member of notice of the time, date and place of the meeting, unless that Member specifically objects to lack of proper notice at the time the meeting is called to order.

## **Section 5.09 Quorum**

Except as otherwise provided in the Declaration, the presence, in person or by proxy, of Members having at least One-Third (a) of the voting power of the Members will constitute a quorum at any duly called and noticed meeting of Members. If there is less than a quorum present at any meeting, a majority of the Members who are present may adjourn the meeting to a time not less than Five (5) days or more than Thirty (30) days from the time the original meeting was called. At any adjourned meeting at which a quorum is present, any business that might have been properly transacted at the meeting originally called may be transacted without further notice.

## **Section 5.10 Voting Power**

Except as otherwise provided in these Canons of Order, any other provision of the Governing Documents, or Applicable Law, a majority of the voting power of Members present and voting

on any matter that may be determined by the Members at a duly called and noticed meeting at which a quorum is present will be sufficient to determine that matter.

### **Section 5.11 Proxy**

At any meeting of the Members, a Member may vote in person or by proxy. All proxies will be in writing and, if more than one Person owns a particular Lot, then each Person, or an authorized representative of each entity, representing the total ownership of any single Lot must join in signing the proxy. All proxies will be filed with the Secretary of the Society prior to the meeting. Every proxy will be revocable and will automatically cease upon conveyance by an Owner Member of his, her, or its Lot.

### **Section 5.12 Action in Writing Without Meeting**

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Members entitled to vote on the matter presented, or signed by the lesser percentage of Members if, and to the extent, permitted by Applicable Law. The written consents must be signed within Sixty (60) days after receipt of the earliest dated consent, delivered to the Society at its principal place of business. The consents will be filed with the minutes of the Society, and will have the same force and effect as a vote of the Members at a meeting.

### **Section 5.13 Order of Business**

Roberts Rules of Order will apply to the conduct of all meetings of Members, except as otherwise specifically provided in these Canons of Order.

### **Section 5.14 Conduct of Meetings**

The President, or duly elected officer, if the President is not in attendance, presides over annual and special meetings. The Secretary will record minutes of the meetings and adopted resolutions in the corporate record book.

### **Section 5.15 Issues That Require the Vote of the Owner Members**

The following issues will require the vote or approval of the Owner Members of the Society:

- (i) any amendment to these Canons of Order or the Articles of Incorporation;

- (ii) the election or removal of the Neighborhood's Voting Member in the Community's Association, as more fully set forth in the following section of this Article;
- (iii) any other matters the Association or the Community may from time-to-time determine;
- (iv) any matters the Council of the Society may from time-to-time determine; and
- (v) those matters that require a vote of the Members of the Society pursuant to Applicable Law, the Declaration, or any other Governing Document.

## **Section 5.16 Voting Member**

Owner Members will elect a Voting Member to represent the Neighborhood in the Community Association. The first election of the Voting Member for the Neighborhood will take place not later than One (1) year after the conveyance of Seventy-Five Percent (75%) of the total Lots in the Neighborhood to Owners other than the Developer or any Builder. This election, and all subsequent elections, of the Voting Member will be conducted in compliance with the provisions set forth in this Section of the Canons of Order.

### **(a) Election of Voting Member**

The Owner Members will elect One (1) representative to serve as the Voting Member for the Neighborhood in the Community Association. The candidate who receives the greatest number of votes will be elected to serve as the Neighborhood's Voting Member until the candidate's successor is elected. The Voting Member will also serve as the President of the Society.

### **(b) Alternate Voting Member**

In addition to the Voting Member, the Owner Members will elect One (1) alternate Voting Member to act in the absence of the Voting Member. The alternate Voting Member will also serve as the Secretary of the Society.

### **(c) Qualifications of Voting Member**

Candidates for election as the Voting Member and alternate Voting Member will either be Owner Members of the Society, spouses of the Owner Members, or permanent residents of the Neighborhood.

### **(d) Removal of Voting Members**

Any Voting Member or alternate Voting Member may be removed, with or without cause, upon the majority vote or written petition of the Owner Members.

**(e) Annual Elections and Term**

The Voting Member and alternate Voting Member will be elected on an annual basis at the annual organizational meeting of the Members. The Voting Member and the alternate Voting Member will have a term of One (1) year, or until their successors are elected.

**(f) Obligation of Voting Member**

The Voting Member (and the alternate Voting Member when acting as the Voting Member) will have an obligation to act and vote in a manner that the Voting Member in good faith believes to be in the best interest of the Neighborhood. However, the Voting Member will not be personally liable to any Owner Member, the Society, or any other Person for any votes made on behalf of the Neighborhood.

**Article Six  
Neighborhood Council**

**Section 6.01 Governing Body; Composition**

The affairs of the Society will be governed by a Neighborhood Council, subject to the rights of the Developer during the Development Period, and the veto rights of the Association. All Council Members will have One (1) equal vote. All Council Members must be Owner Members or spouses of Owner Members who are natural persons. No Owner Members who are corporations, partnerships, or other legal entities will be authorized to serve as Council Members. No individual and his or her spouse may serve on the Council at the same time. The Developer will always be considered to be an ex-officio member of the Council during the Development Period. As such, the Developer will be entitled to receive notice of all meetings of the Council, and to attend and participate in, itself or through an authorized representative, discussions of all issues raised at those meetings. The Developer will also have full access to all records of the Council and the Society. As an ex-officio member of the Council, the Developer will not be counted in determining the number of Council Members as set forth in the following Section of these Canons of Order.

**Section 6.02 Number of Council Members**

The number of Council Members of the Society will be not less than Three (3). The initial Council will consist of Three (3) Council Members. The number of Council Members may be increased or decreased by resolution adopted by a majority vote of the Owner Members at any annual meeting or any special meeting called for that purpose, but no reduction will have the effect of removing any Council Member prior to the expiration of his or her term of office.

### **Section 6.03 Initial Council Members**

The initial Council Members will be those appointed by the voting Members in the initial action of the Members of the Society, or substitutes or additional Council Members selected by the Developer.

### **Section 6.04 Successor Council Members**

At each annual meeting of the Members, the Members will elect Three (3) Council Members, who will serve until removed by Member action or the election of a successor. The Council Members receiving the highest number of votes will be elected. Every Council Member must be a Member of the Society. Notwithstanding the foregoing, Members exercising not less than a majority of the voting power of the Members may, from time-to-time, change the number and terms of the Council Members

### **Section 6.05 Removal of Council Members**

Excepting the Council Members named in the Articles of Incorporation of the Society, any Council Member may be removed from the Council, with or without cause, by Members exercising a majority of the voting power of the Members. In the event of death, resignation, or removal of a Council Member, other than an initial Council Member or a replacement selected by the Developer, that Council Member's successor will be selected by the remaining Council Members and will serve until the next annual meeting of the Members, when a Council Member will be elected to complete the term of the deceased, resigned, or removed Council Member. The Developer will have the sole right to remove, with or without cause, any Council Member designated in the Articles of Incorporation of the Society or select by it, and select the successor of any such Council Member who dies, resigns, is removed, or leaves office for any other reason before the first election of Council Members.

### **Section 6.06 Terms of Office**

The Council Members will hold office for a term of Three (3) years and until their successors are elected. A Council Member will be deemed to have resigned whenever such Council Member, or the partnership, corporation or other entity the Council Member is associated with, sells the Lot which qualified the individual to become a Council Member. The terms of the Council Members will be staggered. To implement the staggered terms, at the first annual meeting electing the Council Members, One-Third (1/3) of the Council Members will be elected for an initial term of One (1) year, One-Third (1/3) will be elected for an initial term of Two (2) years and One-Third (1/3) will be elected for an initial term of Three (3) years. All successive terms will be for a period of Three (3) years, so that only One-Third (1/3) of the Council Members are up for election each year. If the number of Council Members is not divisible by three, then the excess position will be allocated among the staggered terms in a manner resulting in the fewest number of positions being voted on in any one year.

### **Section 6.07 Cumulative Voting**

No cumulative voting will be permitted in the election of Council Members.

## **Section 6.08 Compensation**

Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Council Member will receive compensation for any service rendered to the Society as a Council Member. However, any Council Member may be reimbursed for his or her actual expenses incurred in the performance of such duties.

## **Section 6.09 Annual Organizational Meeting**

Immediately following the annual meeting of Members of the Society, the newly selected Council will hold an organizational meeting for the purpose of electing officers and transacting any other business. No notice of the annual organizational meeting is required.

## **Section 6.10 Regular Meetings**

Regular meetings of the Council Members will be held no less than semiannually, without notice, on the date and at the place and hour as may be fixed from time-to-time by resolution of the Council Members.

## **Section 6.11 Special Meetings**

Special Meetings of the Council Members will be held when called by the President, or by any Council Member, after not less than Three (3) days' notice to each Council Member.

## **Section 6.12 Quorum**

The presence at any duly called and noticed meeting, in person or by proxy, of Council Members entitled to exercise a majority of the voting power of the Council Members, will constitute a quorum for the meeting.

## **Section 6.13 Voting Power**

Except as otherwise provided in the Articles of Incorporation of the Society, the Governing Documents, or Applicable Law, the vote of a majority of the Council Members voting on any matter that may be determined by the Council Members at a duly called and noticed meeting will be sufficient to determine the matter.

## **Section 6.14 Action in Writing Without a Meeting**

Any action that could be taken by the Council Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Council Members.

## **Section 6.15 Telephonic Participation in Meetings**

Council Members or any committee designated by the Council may participate in a meeting of the Council or a committee by means of telephone conference or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection will constitute presence in person at the meeting.

## **Section 6.16 Powers of the Council Members**

The Council Members will exercise all powers and authority as set forth pursuant to the Articles of Incorporation, the Governing Documents, these Canons of Order or Applicable Law, which are not exclusively reserved to the Members. Without limiting the generality of the foregoing, the Council Members will have the right, power and authority to take the following actions:

### **(a) General Powers**

The Council will take all actions necessary to comply with all requirements of Applicable Law, the Articles of Incorporation, these Canons of Order, and the Governing Documents.

### **(b) Insurance**

The Council will procure any insurance coverage required to be purchased by the Society under the Declaration, the Articles of Incorporation, by the Association, or under the provisions of any other Governing Documents.

### **(c) Enforcement of Covenants and Restrictions**

The Council will enforce the covenants, conditions and restrictions as set forth in the Declaration, and the Design Review Standards established pursuant to the Declaration. Any enforcement procedures taken by the Council will strictly follow those procedures set forth in the Declaration, Applicable Law or any Governing Documents, as well as any directives made by the Association.

### **(d) Determination of Services**

The Council will have the power to determine the nature and extent of any services, if any, that the Society will provide for the benefit of the Owners of Lots

in the Neighborhood, and to designate which services are mandatory on all Owners, and which services are optional and available as individual services at the request of any Owner. This may include, without limitation, lawn and landscape care and maintenance, snow removal of driveways and sidewalks, and similar exterior, non-structural services.

**(e) Personnel**

The Council will have the power of designate, hire, and dismiss employees, contract labor and/or agents necessary or beneficial to carry out the rights and responsibilities of the Society and, where appropriate, to compensate such personnel and contractors for services provided and for the purchase, rental or lease of equipment, supplies and materials to be used by such personnel in the performance of their duties. All independent contract labor or agents must provide proof of insurance acceptable to the Council..

**(f) Rules and Regulations**

Subject to approval of the Association, the Council will have the authority to adopt and publish, and from time to time amend, Rules and Regulations in the manner, and to the extent, set forth in the Declaration and any other Governing Documents. Rules and Regulations may cover issues regarding the procedures and operations of the Society, Council, and Committees, and regarding the care, maintenance, and irrigation of Common Areas and lawns and landscaping on Lots within the Neighborhood.

**(g) Suspension of Voting Rights**

The Council will have the power to suspend the voting rights of an Owner Member as to any Society issues during any period in which the Owner Member is in default in the payment of any Assessment.

**(h) Declare Vacancies in Office**

The Council will have the power to declare the office of a Council Member to be vacant in the event that the Council Member is absent from Two (2) consecutive regular Council meetings.

**(i) Indemnification**

The Council will have the authority to indemnify its Council Members, Officers, committee members, employees, agents and volunteers in the manner permitted under the *Ohio Revised Code*. The scope, purposes and extent of this indemnification are specifically described in these Canons of Order.

**(j) Delegation**

The Council will have the authority to delegate any of its duties to an agent or other Person. However, in the event of the delegation, the Council will remain responsible for any action undertaken by the delegate.

**(k) Other**

The Society will have only those rights, powers and authority as may be specifically granted to or reserved for it in the Declaration, these Canons of Order, any of the other Governing Documents, or under Applicable Law.

**Section 6.17 Duties of the Council Members**

It will be the duty of the Council Members to take the following actions:

**(a) Exercise of Authority**

The Council will have the duty to exercise all rights, powers and authority of the Society in the manner, at the time, and to the extent that the Council reasonably and in good faith determines to be in the best interest of the Society.

**(b) Record of Proceedings**

The Council will cause to be kept a complete record of all of its acts and corporate affairs and to present a statement of the record to the Members at the annual meeting of the Members, or at any special meeting when the statement is requested in writing by Members representing one-half (1/2) or more of the Members.

**(c) Supervision**

The Council will supervise all officers, employees, volunteers and agents of the Society and see that their duties are properly performed.

**(d) Actions Required in Declaration and Other Governing Documents**

The Council will take all actions required of the Council as set forth in the Declaration, the Articles of Incorporation, these Canons of Order, Applicable Law, any Governing Document, or duly required by the Association.

**(e) Funds**

The Council will deposit all funds received on behalf of the Society, if any, in a bank depository which it will approve, and will use the funds solely for the benefit of the Society.

**(f) Books and Records**

The Council will have the responsibility of keeping books with detailed accounts of the receipts and expenditures of the Society.

**(g) Annual Budgets**

The Council will determine, prepare and adopt annual budgets, and establish each Owner's share of Assessments

**(h) Collection of Assessments**

The Council will take those actions that are reasonably necessary or beneficial to assess and collect Assessments from the Owners in as efficient and cost effective manner as possible. The Council will also, upon request of the Association, serve as the Association's agent for the collection of Assessments levied by the Association upon the Owners in the Neighborhood.

**(i) Common Areas**

The Council will accept all obligations the Association may delegate to it regarding the care, irrigation, and maintenance of all or any portion of the Community Common Areas within or adjacent to the Neighborhood, and will take those actions that are reasonably necessary or beneficial to provide for the operation, care, upkeep, improvement and maintenance of those Common Areas in a manner which is consistent with the Declaration.

**(j) Enforcement of Covenants, Restrictions and Design Review Standards**

The Council will cause the covenants, restrictions and Design Review Standards created by the Declaration to be enforced in a manner which is consistent with the Governing Documents and the directives of the Association.

**(k) Forum for Discussion and Input**

The Council will facilitate the Society's goal of providing a forum where Owner Members in the Neighborhood will have an opportunity to provide input into matters that affect the Neighborhood.

**(l) Coordination and Facilitation of Social Activities**

To the extent reasonably possible, the Council of the Society will encourage and facilitate social functions among the Members with the goal of fostering closer relationships and a sense of community involvement among the Members.

**(m) Copies of Canons of Order**

The Council will issue, or cause an appropriate officer to issue, upon the written request of any Owner Member and after payment of a reasonable fee, a true and accurate copy of these Canons of Order.

**(n) Other**

The Council will take all other actions required to comply with all requirements of Applicable Law, the Articles of Incorporation, the Declaration, and all other Governing Documents.

**Section 6.18 Management**

The Council may obtain for the Society the services of a professional management agent or agents at such compensation as the Council may establish, and to perform such ministerial duties and services as the Council may authorize. The Council may delegate such powers as are necessary for the managers to perform the assigned duties, but may not delegate any policymaking authority. The Developer or any Related Party may be hired as managing agent or manager.

**Section 6.19 Accounts and Reports**

The following management standards of performance will be followed, unless the Council by resolution specifically determines otherwise:

**(a) Accrual Accounting**

The Council will utilize accrual accounting, as that term is defined by generally accepted accounting principles.

**(b) Generally Accepted Accounting Principles**

All accounting and controls should conform to generally accepted accounting principles.

**(c) No Commingling**

Cash accounts of the Society will not be commingled with any other accounts.

**(d) No Remuneration**

No remuneration will be accepted by any Council Member, Officer, employee, agent or managing agent from vendors, independent contractors, or others providing goods or services to the Society, whether in the form of commissions,

finder's fees, services fees, prizes, gifts, trips, awards or otherwise. Anything of value offered or received will become the property of the Society.

**(e) Disclosure of financial Interest**

Any financial or other interest, and any conflict of interest, that the managing agent may have in the form of providing goods or services to the Society will be promptly disclosed to the Council.

**(f) Annual Financial Statements**

Commencing upon the election of the first Voting Member, financial reports will be prepared for the Association at least annually containing:

- (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in "actual" versus "approved" budget format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying any Assessments or other charges at the time of the report and describing the status of any action to collect such Assessments or charges that remain delinquent.

**(g) Copies of Annual Reports**

An annual report consisting of at least the following will be made available to all Members within One Hundred Twenty (120) days after the close of the fiscal year:

- (i) a balance sheet;
- (ii) an operating (income) statement; and
- (iii) a statement of changes in financial position for the fiscal year.

## **Section 6.20 Borrowing**

The Council will have the power to borrow money for any legal purpose that the Council deems necessary or beneficial to the proper operation and administration of the Society.

## **Section 6.21 Prohibited Activities of the Council**

The Society may, but will not be required to, adopt Rules and Regulations restricting or prohibiting the Society from engaging or participating in certain activities to assure that the Society maintains a neutral position in potentially sensitive issues beyond the normal scope of the Society's purpose and authority that may be opposed or supported by some, but not all, of the Members of the Community. Furthermore, the Society is strictly prohibited from endorsing, sponsoring, encouraging, contributing to, or otherwise sponsoring any candidate for any political office. The Society is also strictly prohibited from initiating, sponsoring, petitioning, supporting, encouraging, opposing or otherwise participating in any attempt to incorporate the Neighborhood as a separate municipality, or to annex all or any part of the Neighborhood into any other municipality. Finally, the Society is strictly prohibited from taking any action which has been vetoed or completely preempted (either explicitly or implicitly) by the Community Association. However, the restrictions in this Section apply only to actions of the Society as an organization, and will not be construed to limit the individual rights of any Owner to engage in such activities, personally or collectively, separate and apart from the Society.

# **Article Seven Officers**

## **Section 7.01 Designation**

The principal Officers of the Society will be a President, a Vice President, a Secretary and a Treasurer. The Voting Member elected by the Owner Members will automatically also be deemed to be the President of the Society. The alternate Voting Member elected by the Owner members will automatically be deemed to be the Secretary of the Society. The Vice President and the Treasurer of the Society may be elected by the Council. However, to the extent that the Council does not elect such Officers, the President of the Society will also serve as the Treasurer, and the Secretary will also serve as the Vice President.

## **Section 7.02 Terms of Office; Vacancies**

The Officers of the Society will hold office until the next annual organizational meeting of the Members and the Council, or until their successors are elected, except in the case of resignation, removal from office or death. The Owner Members may remove the President and the Secretary at any time, with or without cause, by a majority vote of the Owner Members. To the extent that

the Treasurer and/or the Vice President are elected by the Council Members, such officers may be removed at any time, with or without cause, by a majority vote of the Council Members. Any vacancy in any office may be filled by the majority vote of the Council Members for the remaining term of the vacant office.

### **Section 7.03 President**

The President will be the Neighborhood's Voting Member and chief executive officer of the Society. In addition to the President's duties as Voting Member, the President will preside at all meetings of the Society and of the Council. Subject to directions of the Council, the President will have general executive supervision over the business and affairs of the Society. The President may execute all authorized deeds, contracts and other obligations of the Society, and will have such other authority and will perform such other duties as may be determined by the Council or otherwise provided for in the Declaration or in these Canons of Order.

### **Section 7.04 Vice President**

The Vice President will perform the duties of the President whenever the President is unable to act, and will have such other authority and perform such other duties as may be determined by the Council.

### **Section 7.05 Secretary**

The Secretary will be the alternate Voting Member, will prepare and serve all notices required by the Declaration and by these Canons of Order, and will keep the minutes of all meetings of the Members and the Council. In addition to the Secretary's duties as alternate Voting Member for the Neighborhood, the Secretary will have charge of and keep and maintain such books and papers as the Council may direct and will perform all other duties required by the Council.

### **Section 7.06 Treasurer**

The Treasurer will have the responsibility for Society funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Society. The Treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Society in such depositories as may, from time-to-time, be designated by the Council. The Treasurer will also prepare an annual budget and statement of income and expenses of the Society and will present them at each annual meeting of Members.

## **Section 7.07 Special Appointments**

The Council Members may elect such other Officers as the affairs of the Society may require, each of whom will hold office for the period, have the authority, and perform the duties as the Council may, from time-to-time, determine.

## **Section 7.08 Resignations**

Any Officer may resign at any time by giving Ten (10) days written notice to the Council, the President or the Secretary. The resignation will be effective either on the date of receipt of the notice or at any time specified in the notice. Resignation by or removal of the President as an Officer will automatically be deemed to be a resignation as the Neighborhood's Voting Member, and vice versa. Resignation by or removal of the Secretary as an officer will automatically be deemed to be a resignation as the Neighborhood's alternate Voting Member, and vice versa.

## **Section 7.09 Signing Requirements**

Any instruments of the Society, including but not limited to agreements, contracts, deeds, leases and checks, must be signed by at least Two (2) Officers of the Society or by the other Person or Persons designated by the Council.

# **Article Eight Committees**

## **Section 8.01 General**

The Council may appoint such committees as it deems appropriate or beneficial to perform the tasks and functions as the Council may designate by resolution. The Developer, any Owner Member and any Founding Member are eligible to be appointed to and to serve on any committee, unless the resolution of the Council states otherwise. All committee members will serve at the Council's discretion for the periods as the Council may designate by resolution. However, any committee member, including the committee chairperson, may be removed at any time and for any reason by the vote of a majority of the Council.

## **Section 8.02 Authority of Committees**

Each committee will operate in accordance with the terms of the Council resolution establishing the committee. Unless otherwise stated in the resolution, or in the Declaration or any other Governing Document, all committees will be advisory in nature, and will not have the authority to take any action that would be binding upon the Council or the Society. All final decisions and

actions relating to recommendations of any such advisory committee must be approved in advance by appropriate vote of the Council.

### **Section 8.03 Meetings of Committees**

All meetings of committees will be subject to the same notice, quorum, participation and other requirements as apply to meetings of the Council.

## **Article Nine Indemnification**

### **Section 9.01 General Indemnification**

The Society will indemnify any current or former Trustee, Officer, employee, agent or volunteer of the Society, who was or is a party, or is threatened to be made a party, to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Society, in the manner and to the extent provided in Section 1702.12(E) of the *Ohio Revised Code*, as that statute is now in effect or as it may be amended in the future. However, as a condition of indemnification, the person to be indemnified must have acted in good faith and in the best interest of the Society with respect to the incident or circumstance which is the subject matter of the proceeding that has given rise to the claim for indemnification. This determination will be made in the sole discretion of the Council, excluding any Trustee who is then seeking the indemnification. The termination of any action, suit or proceeding will not create a presumption that the Person did not act in good faith or in the best interest of the Society.

## **Article Ten Miscellaneous Provisions**

### **Section 10.01 Amendment of Canons of Order**

During the Development Period, only the Developer may amend these Canons of Order. Any amendment by the Developer will not require any notice to, or consent, approval or signature of, the Society, the Council, any Member, or any other Person. After the Development Period, only the Owner Members of the Society may amend these Canons of Order by the affirmative vote of not less than Seventy-Five Percent (75%) of all Owner Members.

## **Section 10.02 Dissolution**

The Society may only be dissolved in the manner provided in the *Ohio Revised Code*.

## **Section 10.03 Service of Notices**

Any notices required or permitted to be given to the Society, the Council, any Officer, or any Members, may be served by:

- (i) personal delivery;
- (ii) first class mail, postage prepaid;
- (iii) telephone communication, either directly to the party to be notified or to a person at that party's home or office who would reasonably be expected to communicate the notice promptly to the party; or
- (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

All notices will be given at the subject party's telephone number, facsimile number, electronic mail number, or sent or delivered to the party's address as shown on the records of the Society. Notices of special meetings of the Council will also be posted in a prominent place within the Neighborhood. Notices sent by first class mail must be deposited into a United States mailbox at least Four (4) business days before the date scheduled for the meeting, event or deadline. Notices given by personal delivery, telephone or other device must be delivered or transmitted at least Seventy-Two (72) hours before the time set for the meeting, event or deadline. Notices to the Society or the Council must be addressed to the President of the Association, unless otherwise required in the Declaration, these Canons of Order, Rules and Regulations or any other Governing Documents.

## **Section 10.04 Non-Waiver of Covenants**

No covenants, conditions, restrictions, obligations or provisions contained in the Declaration or these Canons of Order will be deemed to have been void or waived by reason of any delay or failure to enforce the same, irrespective of the number of violations or breaches that may occur.

## **Section 10.05 Conflicts with Other Documents**

If any provision of these Canons of Order conflicts with any provision of the Declaration, then the Declaration will control. If any provision in these Canons of Order conflict with any provision in the Articles of Incorporation, then the Articles of Incorporation will control.

### **Section 10.06 Binding Effect**

All agreements and determinations lawfully made by the Society or the Council in accordance with the procedure established in the Declaration and these Canons of Order will be deemed to be binding on all Members and their respective heirs, beneficiaries, executors, administrators, personal representatives, successors and assigns.

### **Section 10.07 Severability**

The invalidity of any covenant, condition, restriction, limitation or any other provision of these Canons of Order or of any part of the same will not impair or affect in any manner the validity, enforceability or effect of the rest of these Canons of Order.

### **Section 10.08 Gender and Grammar**

As used in these Canons of Order, the singular will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions in these Canons of Order apply to either corporations, partnerships or individuals, male or female, will in all cases be construed in that manner in order to reach a reasonable and just interpretation of these Canons of Order.

### **Section 10.09 Fiscal Year**

The fiscal year will begin on the first day of January each year, except the first year, which will begin at the date of the Incorporation. The fiscal year will be subject to change by the Council Members of the Society.

### **Section 10.10 Books and Records**

The books and records of the Society will be available for inspection by any Member during regular business hours. The Articles of Incorporation and Canons of Order will be made available to Members at the offices of the Society. Members will be entitled to purchase copies of the documents for a reasonable cost.

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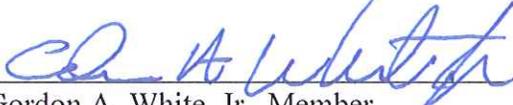
Approved and adopted by the Initial Owner Members as the Canons of Order of the Society, effective as of the 10 day of October, 2018.

**INITIAL OWNER MEMBERS:**

**NUTTER ENTERPRISES, LTD.,**  
An Ohio Limited Liability Company

**G.A. WHITE DEVELOPMENT CO., LLC**  
An Ohio Limited Liability Company

By:   
Robert W. Nutter, Authorized Member

By:   
Gordon A. White, Jr., Member