

**RESTATED**  
**CANONS OF ORDER**  
**OF**  
**SPINDLETOP**  
**NEIGHBORHOOD SOCIETY, INC.**

*An Ohio Non-Profit Corporation*

**Located At**

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

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# **Restated Canons of Order of Spindletop Neighborhood Society, Inc.**

Pursuant to Section 1702.10 of the *Ohio Revised Code*, the sole incorporator of **SPINDLETOP 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 Spindletop 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*. This Restated Canons of Order is effective as of November 10, 1998, the date on which the original Canons of Order were first enacted, and were later recorded as an amendment to the Supplemental Declaration at Volume 3118, Page 323, of the Official Records of Greene County, Ohio.

## **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 representatives to represent the Neighborhood 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 Canons 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 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 Termination of Development Period**

The terms and conditions set forth in this Article of the Canons of Order will be effective only 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 on the remaining Articles of these Canons of Order.

## **Article Three**

### **Name and Location**

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

The name of the Society is the Spindletop 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**

### **Members**

#### **Section 4.01 Membership Type**

There will be Two (2) types of Members in the Society, as follows:

**(a) Owner Members**

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

**(b) Developer Member**

The Developer, together with its Related Entities, are the only Developer Members 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 is 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.

#### **Section 4.02 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 4.03 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 4.04 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 will not have the right to vote on any matters brought before the membership of the Society. However, the Developer Member 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 Society, 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 4.05 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 4.06 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 4.07 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 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 4.08 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 4.09 Quorum**

Except as otherwise provided in the Declaration, the presence, in person or by proxy, of Members having at least One-Fourth ( $\frac{1}{4}$ ) 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 4.10 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 4.11 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 the Owner's duly authorized attorney-in-fact), 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. Proxies will be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event will a proxy be valid more than Ninety (90) days after the date of the original meeting for which it was given. Every proxy will be revocable and will automatically cease upon conveyance by an Owner Member of his, her, or its Lot.

#### **Section 4.12 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. The Rules and Regulations established by the Executive Board for action in writing without a meeting for the Association shall apply to actions in writing without a meeting for each Society.

#### **Section 4.13 Alternate Ballot Voting by Members**

To allow the Council to facilitate opportunities for greater participation by Members in decisions affecting the Society, and to the extent permitted by Applicable Law, the Council may, but will not be required to, allow alternate methods of voting. Such alternate methods of voting shall be governed by the Rules and Regulations established by the Executive Board of the Association.

#### **Section 4.14 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 4.15 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 4.16 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 (except as otherwise provided, during the Development Period);
- (ii) the election or removal of the Neighborhood's representatives to the Association Board, as more fully set forth in the following section of this Article;
- (iii) any other matters the Association may from time-to-time determine;
- (iv) any matters the Council 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 4.17 Association Board**

Owner Members will elect representatives to represent the Neighborhood on the Association Board. All members of the Neighborhood Society Council for each Neighborhood in the Community will automatically be members of the Association Board. The purpose of the Association Board is to facilitate discussion of Neighborhood-specific and Community-wide issues on behalf of the Owner Members, to ensure that the Executive Board can be appropriately informed. The qualification, nomination, election and removal of members of the Association Board will be governed by the Rules and Regulations adopted by the Executive Board. The operation of the Association Board will be governed by the Code of Regulations for the Stonehill Village Community Association, Inc.

# **Article Five Neighborhood Council**

## **Section 5.01 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. The election and removal of Council Members will be done by the Owners in the Neighborhood. The qualification, nomination, election and removal of Council Members will be governed by the Rules and Regulations adopted by the Executive Board of the Association, as updated from time to time as the

Executive Board deems appropriate to conduct the elections in a fair, efficient, and cost-effective manner.

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 5.02 Number of Council Members**

The number of Council Members of the Society will be not less than Three (3). 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 5.03 Terms of Office**

Each Council Member will hold office for a term of Three (3) years and until their successors are elected. 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 5.04 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 5.05 Annual Organizational Meeting**

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

### **Section 5.06 Regular Meetings**

Regular meetings of the Council Members will be held no less than semiannually, on the dates and at the place and hour as may be fixed from time-to-time by resolution of the Council Members.

### **Section 5.07 Special Meetings**

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

### **Section 5.08 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 5.09 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 5.10 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. The Rules and Regulations established by the Executive Board for action in writing without a meeting for the Association shall apply to actions in writing without a meeting for each Council.

### **Section 5.11 Remote 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 any technology with 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 5.12 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 Governing Documents, including 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 Governing Documents, as well as any directives made by the Association.

**(d) Determination of Services**

Subject to approval of the Executive Board, 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**

Subject to approval of the Executive Board, the Council will have the power to 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 Executive Board, 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, but not the obligation, 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 5.13 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 as required by the Association.

**(e) Funds**

Subject to approval of the Executive Board, 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 any receipts and expenditures of the Society.

**(g) Annual Budgets**

Subject to approval of the Executive Board, the Council will determine, prepare and adopt annual budgets, if any receipts and expenditures are anticipated.

**(h) Collection of Assessments**

Subject to approval of the Executive Board, 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) 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.

**(k) 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.

**(l) 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.

**(m) 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 5.14 Management**

Subject to approval of the Executive Board, 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 5.15 Accounts and Reports**

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

**(a) Cash Accounting**

The Council will utilize the cash method of 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**

Financial reports will be prepared for the Society at least annually, containing: (i) an income statement reflecting all income and expense activity for the preceding period; (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 5.16 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 5.17 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 ensure 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 Six Officers**

### **Section 6.01 Designation**

The principal Council Officers will be a President, a Vice President, a Secretary and a Treasurer. The qualification, nomination, election and removal of Council Officers will be governed by the Rules and Regulations adopted by the Executive Board.

### **Section 6.02 Terms of Office; Vacancies**

The Council Officers will hold office for One (1) year, 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

### **Section 6.03 Council President**

The Council President will be the Neighborhood's chief executive officer of the Society. The Council President will preside at all meetings of the Society and of the Council. Subject to directions of the Council, the Council President will have general executive supervision over the business and affairs of the Society. The Council 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 6.04 Council Vice President**

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

#### **Section 6.05 Council Secretary**

The Council Secretary 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. The Council 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 6.06 Council Treasurer**

The Council Treasurer will have the responsibility for any 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 Council 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 Council 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 6.07 Special Appointments**

The Council Members may elect such other Council 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 6.08 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) Council Officers of the Society or by the other Person or Persons designated by the Council.

### **Article Seven Committees**

#### **Section 7.01 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 and any Owner 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 7.02 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 7.03 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 Eight Indemnification**

### **Section 8.01 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 Nine Miscellaneous Provisions**

### **Section 9.01 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 9.02 Dissolution**

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

### **Section 9.03 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 9.04 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 9.05 Conflicts with Other Documents**

If any provision of these Canons of Order conflicts with any provision of the Declaration or Supplemental Declaration, then the Declaration or Supplemental 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 9.06 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 9.07 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 9.08 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 9.09 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 9.10 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.

Approved and adopted by the Developer and Sole Incorporator as the Canons of Order of the Society, on September 20, 2021, to be retroactively effective as stated herein.

**DEVELOPER:**

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

By:   
Robert W. Nutter, Trustee, Member

By:   
Mary C. Nutter, Trustee, Member