

**EXHIBIT "A"**

**BY-LAWS**

**OF**

**SYCAMORE CREEK HOMEOWNERS' ASSOCIATION, INC.**

## HOMEOWNERS' ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration creating covenants, conditions and restrictions for Sycamore Creek, a Planned Unit Development. Their purpose is to provide for the establishment of an Association for the administration of the Property in the manner provided by the Declaration and by these By-Laws. All present or future Owners or tenants or their employees, and any other person who might use the facilities of the property in any manner, shall be subject to any restrictions, conditions, or regulations hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any of the Dwelling Units, located on the Lots within the Property and any amendments thereto, or the mere act of occupancy of any of the Dwelling Units, will constitute acceptance and ratification of the Declaration and of these By-Laws.

### 1. THE ASSOCIATION

A. Name of Association. The Association shall be an Ohio corporation not-for-profit and shall be called the SYCAMORE CREEK HOMEOWNERS' ASSOCIATION, INC.

B. Membership. Each Owner upon acquisition of title to a Lot shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Lot ownership, at which time the new owner of such Lot shall automatically become a member of the Association. Membership in the Association is limited to Lot owners within the Property.

C. Voting Rights. There shall be one (1) vote for each of the Lots within the Property. The Owner or Owners of each Lot shall be entitled to one (1) vote for their Lot. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all lot owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power of all the owners of his Lot that is equivalent to his proportionate interest in the Lot.

D. Majority of Owners. As used in these By-Laws, the term “majority of Owners” shall mean those Owners holding fifty-one percent (51%) of the votes in the Association.

E. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners as defined in Section D of this Item shall constitute a quorum.

F. Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be an owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation, and if the mortgage so states, notice of the irrevocability of such designation.

G. Place of Meetings. Meetings of the Association shall be held at such place upon the Property, or at such other place, as may be designated by the Board of Trustees and specified in the notice of the meeting at 8:00 p.m., or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting.

H. First Meeting. The first meeting of members of the Association shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

I. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

J. Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least fourteen (14) days, but not more than twenty-eight (28) days, prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

K Waiver of Notice. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or at the commencement of such meeting, by any members of the Association, which

writing shall be filed with or entered upon the records of the meeting. The attendance of any members of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

L. Action by Unanimous Written Consent of the Owners. Any action which may be authorized or taken at a meeting of the owners, may be authorized or taken without a evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the owners shall be sent to all persons entitled to notice under Section C of item 6 1 of these By-Laws at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

M. Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (1) Roll Call
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Report of committees
- (6) Election of Inspectors of Election
- (7) Election of Trustees
- (8) Unfinished business
- (9) New business
- (10) Adjournment

## 2. BOARD OF MANAGERS

A. Number and Qualification. The affairs of the Association shall be governed by a Board of Trustees composed of five (5) persons, all of whom must be Owners of Lots in the project or occupants of a Dwelling Unit who are related to an Owner by a marital or fiduciary relationship. If, at any one time, one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Dwelling Units, such lending institution may designate its representative who shall be a sixth member of the Board of Trustees Such representative need not be an owner or occupier of a Dwelling Unit.

B. Election of Trustees. The required Trustees shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Trustees due to the expiration of their terms. Provided, however, that a vacancy in the position of a representative of a lending

institution as provided in Section A of this item 2, if any, shall be filled by such lending institution.

C. Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees during the term of such Trustee or Trustees the remaining Trustees though less than a majority of the whole authorized number of Trustees may, by a vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section A of this Item 2, if any, shall be filled by such lending institution.

D. Term of Office; Resignations. Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustee may specify. At the first annual meeting of the members of the Association, the term of office of three (3) Trustees shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining two (2) Trustees shall be fixed so that such term will expire as the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective trustee, his successor shall be elected to serve for a term of two (2) years.

E. Removal of Trustees. At any regular or special meeting duly called, any one or more of the Trustees may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except the Trustee, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Trustee whose removal has been proposed by the members of the Association, shall be given an opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successor shall then and there be elected to fill a vacancy thus created. This Section shall be subject to the provisions contained in Section A of Item 6.

F. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Trustees and those Trustees whose terms hold over, shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

G. Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees but at least four (4) such meetings shall be held during each year.

H. Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any three (3) Trustees written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery, or by mail, or telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

I. Board of Trustees' Quorum. At all meetings of the Board of Trustees a majority of the Trustees shall constitute a quorum for the transaction of business, and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees if, at any meeting of the Board of Trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

J. Action by Unanimous Written Consent of the Board of Trustees. Any action which may be authorized to be taken at a meeting of the Board of Trustees may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Trustees. The writing or writings evidencing such action by the unanimous written consent of the Board of Trustees shall be filed with the records of the Association.

K. Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

### 3. OFFICERS

A. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Trustees. The offices of Treasurer and Secretary may be filled by the same person.

B. Term of Office, Vacancies The officers of the Association shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death.

The Board of Trustees may remove any officer at any time, with or without cause, by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees

C. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By-laws.

D. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Trustees.

F. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Trustees.

#### 4. GENERAL POWERS OF THE ASSOCIATION

A. Payments from Maintenance Funds. The Association shall establish, and shall pay for out of the maintenance funds, the following:

(1) Utility Services. The cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Areas. The Association reserves the right to levy additional assessments against any Owner to reimburse it for excessive use, as shall be determined by the Board of Trustees by such Owner of any utility service having been charged against or to the maintenance fund.

(2) Care of Common Areas and Lots. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas and those items of maintenance, repair and replacement to the Lots as set forth in the Declaration.

(3) Certain Maintenance of Dwelling Units. The cost of the maintenance and repair of any Dwelling Unit, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas, or any other portion

of the Property, and the Owner or Owners of said Dwelling Units have failed or refused to perform said maintenance or repair delivered by the Association to said Owner or owners, provided the Association Board of Trustees shall levy a special individual lot assessment against such Owner(s) for the cost of such maintenance or repair.

(4) Casualty Insurance. The premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(5) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board of Trustees and the Owners against any liability to the public or to the owners of Dwelling Units, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.

(6) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, but not limited to, the services of a person or firm to act as a manager or managing agent for the Property and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(7) Workmen's Compensation. The costs of Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(8) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Association, constitute a lien against the entire Property rather than merely against the interest therein of particular Owners, it being understood, however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said owners.

(9) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations. Insurance, common expenses or assessments which the Association is required to secure or pay for, pursuant to the terms of the Declaration and these By-Laws, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a first class project, or for the enforcement of the Declaration and these By-Laws.



B. Capital Additions and Improvements. The Association powers described in Section A of Item 4 are limited in that the Association shall have no authority to pay for, out of the Association fund, any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,9000.00), unless it is for the purpose of replacing or restoring portions of the Common Areas. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of Two Thousand Dollars (\$2,000.00), without, in each case, the prior approval of a majority of the members of the Association.

C. Rules and Regulations. The Board of Trustees may, by majority vote, adopt such reasonable rules and regulations and may amend the same which the Board of Trustees may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the Property shall at all times be maintained subject to such rules and regulations. In the event that adopted rules and regulations conflict with any provisions of the Declaration and of these By-Laws, the provisions of the Declaration and of these By-laws shall govern.

D. No Active Business to be Conducted for Profit. Noting herein shall be construed to give the Association authority to conduct active business for profit on behalf of the Owners or any of them.

E. Delegation of Duties. The Association, through its Board of Trustees and officers, has the authority to delegate to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Board of Trustees shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

F. Right of Entry. An owner shall grant the right of entry to the Association or its agent, in case of any emergency originating in or threatening his Dwelling Unit, whether the Owner is present at the time or not.

G. Special Services. The Association may arrange for the providing of any special services and facilities for the benefit of any Owners that may desire to pay for the same. Fees for such special services and facilities shall be determined by the Board of Trustees and will be charged directly to the participating Owners.

## 5. COMMITTEES

The Board of Trustees may appoint an architectural control committee, as provided in the Declaration, and shall appoint other committees as deemed appropriate in carrying out its purpose.

## 6. AMENDMENT

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of members exercising a majority of the voting power of members, and, if material to the rights of a mortgagee, and approval of all holders of first mortgage liens on Lots has first been obtained.

## 7. GENERAL PROVISIONS

A. Declarant's Rights Pending the Sale of Seventy-Five Percent of all Lots. Until such time as the sale of seventy-five percent (75%) of all Lots to Owners, other than a Builder, have been consummated, the powers, rights, duties and functions of the Association shall be exercised by a Board of Trustees selected by Declarant, with at least two (2) of the persons so selected being owners, other than Declarant, its agents or representatives. Declarant reserves the right to relinquish such right at any time.

B. Requirement for Managing Agent. A managing agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Dwelling Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Dwelling Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such management company.

C. Copies of Notices to Mortgage Lenders. Upon written request to the Board of Trustees the holder of any duly recorded mortgage against any Unit ownership, shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot ownership is subject to such mortgage, and a copy of any lien filed by the Association.

D. Service of Notices on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association, either personally or by mail, addressed to such member or officer at this Unit.

E. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

F. Agreements Binding. All agreements and determinations lawfully made by the Association, in accordance with the procedures established in the Declaration and these By-Laws, shall be deemed to be binding on all owners, their successors, heirs, and assigns.

G. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

H. Gender and Grammer. The singular wherever fused herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply to either to corporation, partnerships, or individuals, male or female, shall in all cases be assumed as through in each case fully expressed herein.

I. Captions. The captions of the various provisions of these By-Laws are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, CAMERICONa Delaware corporation, by its duly authorized officer, has caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Signed and acknowledged  
In the presence of:

CAMERICON, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

Thomas

Peebles, Its President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by Thomas Peebles President of CAMERICON, INC., a Delaware corporation on behalf of the corporation.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
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