

LAKE BUCKHORN PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

DEED RESTRICTIONS

BYLAWS



(REVISED 2018)

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ARTICLES OF INCORPORATION

LAKE BUCKHORN PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under Section 1702.01 et seq., Revised Code of Ohio, do hereby certify:

FIRST: The name of the corporation is Lake Buckhorn Property Owners Association, Inc.

SECOND: The place in the State of Ohio where its principal office is located is Mechanic Township, Holmes County

THIRD: The purposes of the corporation are as follows:

(a) To have an association composed of members who are property owners in the development in Holmes County, Ohio, known as Buckhorn Lakes, Ohio, and to provide rules and requirements for such membership and to provide rules and regulations for the maintenance, upkeep and enhancement of each owner's property to the end that the same may inure to the benefit of the property of the members of this association.

(b) To provide By-Laws for the operation of the association, and to improve, promote and protect all property transferred or deeded to the association for the benefit of the members of the association and to adopt rules for the improvement, promotion and protection of the members of the association and property owners in the development known as Lake Buckhorn in Holmes County.

(c) To exercise all the powers conferred by the laws of Ohio upon corporations not for profit; it being hereby expressly provided that the foregoing enumeration of purposes shall not be held to limit and restrict in any way such general powers.

(1) Indemnification. The Corporation shall and does hereby indemnify and hold harmless every person who is or has been a trustee, officer, agent or employee of the Corporation including those prior to the incorporation hereof and his or her heirs and legal representatives, against expenses, including attorney's fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Corporation or otherwise, and in which such person was or is a party or is threatened to be made a party by reason of the fact that he or she is or was a trustee, agent, employee or agent of the

Corporation or is or was serving in such capacity at the request of the Corporation provided:

- (A) He or she is not adjudicated or determined to have been guilty of malfeasance or gross misconduct in the performance of his or her duties.
- (B) He or she is determined to have acted in good faith in what he or she reasonably believed to be the best interest of the Corporation of which he or she is a trustee, officer, agent or employee.
- (C) In any matter the subject of a criminal action, suit or proceeding in which he or she is determined to have had no reasonable cause or believe that his or her conduct was unlawful.
- (D) The determination as to Subparagraphs (B) and (C) and, in the absence of an adjudication as to Subparagraph (A) by a court of competent jurisdiction, the termination as to subparagraph (A), consisting of trustees who are not parties to or threatened with any such action, suit, or proceeding is present. Any trustee who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote, and if for this reason a quorum cannot be obtained to vote on such indemnification, these determinations shall be by the members, or if the persons seeking indemnification disagree as to any such determination, by the court in which such action, suit or proceedings was brought.

Such indemnification shall not be deemed exclusive of any other rights to which such trustee, officer, employee or agent may be entitled under law, any agreement or any insurance purchased by the Corporation or by vote of members or otherwise.

LAKE BUCKHORN SUBDIVISION

DEED RESTRICTIONS

(1) Said lots shall be used exclusively for residential purposes, except those lots that may be designated, subject to rezoning (if any), and zoned as business or commercial areas on the plats by Lake Buckhorn, Inc.

(2) Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes, and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tarpaper, roll brick siding or similar material on outside walls. No house trailers, campers, tents, shacks, or similar structures shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six months from the date the construction commences.

(3) No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. All foundations and structural plans for any building or structure are subject to the approval of Lake Buckhorn, Inc. or its assigns. No porch or projection of any building shall extend nearer than thirty (30) feet to any road right of ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water line of Buckhorn Lake, as shown on recorded plats.

(4) No outside toilet shall be allowed on the premises. No untreated waste shall be allowed to enter into Lake Buckhorn. Each dwelling shall have an individual sanitary unit, said type unit to be indicated by the Homes County, Ohio, Board of Health, based upon results of two percolation tests by the purchaser on his lot; said unit to be either a septic tank, leaching bed, or an aeration system and leaching bed as indicated upon the permit to be issued by said Board of Health prior to any installations. No drain field or other disposal system shall be allowed nearer than sixty (60) feet from the normal high-water mark of Buckhorn Lake. Any malfunction of any system, after being reported to the lot owner by the Board of Health and not repaired within seven (7) days, may be cause for termination of water service until such repairs are affected. (Amended December, 1986, as per the procedure outlined in Paragraph 10 of the herein Restrictions.)

(5) No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be, or become, an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Buckhorn, Inc., or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association, in which event a proper charge for same will be levied and collected as provided in Restriction Number 8 hereof.

(6) No boat docks, floats or other structures extending into the Lake shall be constructed or placed into or on said Lake without prior written approval of Lake Buckhorn, Inc., its successors or assigns. Use of the Lake shall be in compliance with the rules and regulations of the Lake Buckhorn Property Owners Association, Inc.

(7) Lake Buckhorn, Inc., for itself, its successors and licensees reserve a ten (10) foot wide easement along all road rights of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said

installations, operations, or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions: (a) Where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement, unless it is shown on recorded plat; (b) No easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Buckhorn, unless shown on the recorded plats, except, however, Lake Buckhorn, Inc., for itself, its successors, assigns, and licensees reserves the right to cause or permit drainage of surface waters over and/or through said lots. Lake Buckhorn, Inc., its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining the above-mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Buckhorn, Inc., its successors, assigns, or licensees, either at law or in equity, excepting in case of willful negligence, by reasons of any damages caused said property in installing, operating, removing or maintaining the above-mentioned installations. Lake Buckhorn, Inc., its successors and assigns, reserves all mineral rights to the lands hereto.

(8) Each lot owner in Lake Buckhorn subdivision shall be subject to an annual charge of \$30.00 which he agrees to pay to Lake Buckhorn Property Owners Association, Inc., its successors and assigns, annually, on the 1st day of April (as provided in the Code of Regulations of said Association) commencing in the year following the date of the Agreement of Purchase, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using such areas are exercised or not. Grantee agrees that the use of any of the above-mentioned areas shall be subject to approval of Grantee, his heirs, executors or assigns, for membership in Lake Buckhorn Property Owners Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges as herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring title covenant and agree, as aforesaid, to pay to Lake Buckhorn Property Owners Association, Inc., its successors and assigns, all charges past and/or future as provided in, and in strict accordance with the terms and provisions hereof.

As part of the consideration herein, Grantee, for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Buckhorn Property Owners Association, Inc., and all persons owning residential lots in said Subdivision shall be members of said Association.

(9) Grantee, his heirs, executors or assigns may choose to purchase water from any public utility authorized to provide service, at such rates as might be set by the Public Utilities Commission of Ohio. Alternatively, Grantee, his heirs, executors and assigns may elect not to maintain customer status with an authorized water utility, but may select an alternate source of water; provided, however, that no alternate water service shall be permitted except with the prior, written approval, of the Lake Buckhorn Property Owners Association Trustees upon such terms and conditions as the Association may establish. (Amended December, 1986, as per the procedure outlined in Paragraph 10 of the herein Restrictions.)

(10) These restriction shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators,

successors, or assigns, shall violate, or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1976. The same may be thereafter, and from time to time, changed, altered, amended or revoked in whole, or in part, by the owners of the lots in the subdivision whenever the owners of at least two-thirds (2/3) of the said lots so agree, in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in Restrictions No. 1. Any invalidation of any one of these covenants or restrictions shall, in no way, affect any other of the provisions thereof which shall thereafter remain in full force and effect.

Dated this 12th day of December, 1986.

These deed restrictions were accepted by the property owners of Lots located at Lake Buckhorn Subdivision, Holmes County, Ohio on or about December 12, 1986 according to those restrictions and regulations set forth in paragraph (9) herein. These restrictions shall supersede any and all restrictions previously on record regarding said Lots located in Holmes County, Ohio, and described in Plat Book 2, pages 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, and 22A.

Recorded in Deed Volume 234 Page 66 in the office of the Holmes County, Ohio, Recorder on January 21, 1987.

LAKE BUCKHORN PROPERTY OWNERS' ASSOCIATION, INC.

BYLAWS

1817 STATE ROUTE 83, UNIT 332
MILLERSBURG, OHIO 44654

ARTICLE I - Offices

The principal office of the Association in the State of Ohio shall be located at Lake Buckhorn Subdivision, Millersburg, Holmes County. The Association may have such other offices either within or without the State of Ohio, as the Board of Trustees may determine or as the affairs of the Association may require from time to time.

ARTICLE II - Members

Section (1) Class of Members:

The Association shall have only one (1) class of members which shall consist of any person who accepts a deed or other conveyance of a lot in Lake Buckhorn Subdivision, a subdivision of Holmes County, Ohio, recorded in the official records of the Office of the Recorder of Holmes County, Ohio.

Section (2) Member in Good Standing:

A member in good standing is one who is not delinquent in the payment of any financial obligations to the Association and who has not been deemed by the Board of Trustees to be in violation of any Rules and Regulations, Bylaws or Deed Restrictions of the Association.

Section (3) Use of Association Facilities:

Only members in good standing and their families and guests shall be entitled to use the various community areas, beaches and other Association facilities.

Section (4) Voting Rights:

Each member in good standing shall be entitled to one vote for each \$30.00 annual dues and legal assessments paid by such member as provided in Section (6)(c) of this Article, on each matter as submitted to the vote of members. Where title to a lot or lots is held by more than one person, only one member shall be entitled to vote.

(a) Decedents, incompetents and fiduciaries. When any person has furnished to the Association proof, satisfactory to the Association, of his/her appointment and qualification as executor, administrator or commissioner of the estate of a deceased lot(s) owner; an agent under a valid recorded power of attorney given by a lot(s) owner as principal; a guardian or conservator of the estate of a minor or incompetent who is a lot(s) owner; trustee of a valid inter vivos or testamentary trust, whether revocable or irrevocable; trustee in bankruptcy of such a lot(s) owner; statutory or judicial receiver or liquidator of the estate or affairs of such a lot(s) owner; assignee for the benefit of creditors of the lot(s) owner; or other duly qualified lawful representative of a lot(s) owner, with authority in the premises, such fiduciary may vote as though he or she were the lot(s) owner.

(b) All members and their spouses shall be permitted to attend open session meetings and to serve on ad hoc committees.

Section (5) Suspension, Expulsion or Termination of Member:

The Board of Trustees may suspend or expel a member for cause, or terminate the membership of any member who becomes ineligible for membership. *For cause* includes without limitation being delinquent in the payment of any financial obligations to the Association or violating any Rules and Regulations, Bylaws or Deed Restrictions of the Association. A suspended, expelled or terminated member is not a member in good standing

Section (6) Rules and Regulations:

Each member and his/her family shall be subject to the following rules and regulations:

- (a) Each member shall be responsible to the Association for all conduct, misconduct, or violations of the Rules and Regulations of the Association on the part of the member's guests, licensees and invitees; their use or misuse of any of the common areas, facilities, and roadways of the Association; and the operation, and location of their vehicles while within Lake Buckhorn Subdivision.
 - (1) Members desiring to rent their real estate must first notify the Board of Trustees and shall in all events be responsible for the actions of any person to whom they rent, and for the actions of all occupants of the dwelling which is rented, as well as the licensees and invitees of such tenants and occupants. The tenants shall not be entitled to use the beaches, community areas or other Association facilities until tenant cards are issued to them by the Association. Tenant cards will be issued by the Association upon payment of an additional assessment.
 - (b) Any of the following persons may not use the beaches, community areas or other facilities of the Association and shall be considered a trespasser under the laws of state of Ohio:
 - 1) A member or tenant not in good standing
 - 2) A nonmember or nontenant without a valid family pass in his/her possession or not accompanied by a member or tenant in good standing who is on Association property.
 - 3) A nonmember or nontenant without a valid guest pass in his/her possession.
- (c) (1) Each voting member of this Association shall be subject to an annual dues charge of Thirty Dollars (\$30.00), plus assessments deemed necessary by the Board of Trustees as provided in Article XI of these Regulations. These dues and assessments shall be used for the improvement, maintenance, and upkeep of the various community areas and beaches, and for the promotion of and protection of the Association as the officials of said Association shall direct, irrespective of whether the privilege of using said areas is exercised or not; provided, however, if any voting member owns more than one lot and there are separate dwellings on each of said lots, then said member shall be assessed an annual dues charge of thirty dollars (\$30.00) for each lot that contains a dwelling. In the event that there is one (1) dwelling occupying two (2) adjacent lots, the annual dues shall be Thirty Dollars (\$30.00) for said voting member. The amount of annual dues is fixed at Thirty Dollars (\$30.00) by lot deed restriction as recorded in the official records of the office of the Recorder of Holmes County, Ohio.
 - (2) The amount of annual assessments and amount and frequency of special assessments is subject to change as provided in Article XI of these Regulations.
- (d) All members must comply with each and every restrictive covenant pertaining to the Lake Buckhorn Subdivision as the same are recorded in the Office of the Recorder of Holmes County, Ohio.

- (e) The violation of any of the above rules and regulations, or any rules or regulations hereinafter duly adopted by the members or the Board of Trustees, shall be considered appropriate grounds for suspension, expulsion, or termination of such member from the Association.
- (f) Each member in good standing, who has paid the initiation fee, annual dues and legal assessments, is entitled to obtain access permits, at a time and manner as shall be established by the Board of Trustees, for up to two motorized watercrafts for use on the lake during a given season. Where title to lot or lots is held by more than one person, only two motorized watercrafts are allowed per title. Motorized watercraft, which do not have an access permit, will not be permitted access to the lake.

Section (7) Resignation:

Any member may resign, subject to the terms and conditions of his/her purchase contract and the restrictions filed of record or to be so filed in the Recorder's Office of Holmes County, Ohio regarding Lake Buckhorn Subdivision, by filing a written resignation with the Secretary; but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid, or which thereafter may be assessed during the member's ownership of property at Lake Buckhorn.

Section (8) Reinstatement:

Upon written request signed by a former member and filed with the Secretary, the Board of Trustees, by the affirmative vote of two-thirds of the members of the Board, may reinstate such former member to membership upon such terms as the Board of Trustees may deem appropriate.

Section (9) Transfer of Membership:

Membership in this Association is not transferable or assignable.

ARTICLE III - Meetings of Members

Section (1) Annual Meeting:

An annual meeting shall be held at a place in Holmes County, Ohio as designated by the Board of Trustees, on the first Sunday in May beginning with the year 1977, at the hour of 2:00 P.M. for the transaction of such business as may come before the meeting. The meeting will begin with the Bloomfield Water Company. The annual meeting shall follow the latest edition of "Robert's Rules of Order." All motions to be voted on by the membership at an annual meeting shall be submitted in writing to the Board of Trustees thirty (30) days in advance of the meeting. The motion will be discussed but cannot be substantially amended at the meeting. The membership shall be sent copies of the motions with the notice of the annual meeting. Such motions may be passed by a simple majority of the voting members present in person or by proxy.

Section (2) Special Meeting:

Special meetings of the members may be called by the President, the Board of Trustees, or not less than one-third of the members having voting rights.

Section (3) Place of Meeting:

The Board of Trustees may designate any place within Holmes County, Ohio, as the place of meeting for any special meeting of members called by the Board of Trustees. If no designation is made or if a special meeting of members be otherwise called, the place of meeting shall be the registered office of the Association in Holmes County, Ohio.

Section (4) Notice of Meetings:

Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail to each member entitled to vote at such meeting, not less than fifteen (15) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President, or the Secretary or the Officers or person calling the meeting. In case of a special meeting or when required by statute or by these regulations, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

Section (5) Quorum:

A quorum for the transacting of business at any meeting of members shall be not less than one-fifth (1/5) of the qualified voting members in good standing; such representation may be in person or by proxy. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section (6) Proxies:

At all meetings, and otherwise subject to the provisions of these bylaws, each voting member may vote in person or by proxy. All proxies shall be in writing, state with specificity the meeting for which the proxy is effective and be signed by the member granting the proxy. No proxy shall be effective for more than one meeting. Both parties to the proxy must be members in good standing. Such proxies shall be delivered to the Association (or, if an outside designated agency is used for such meeting, to the outside designated agency) at least five (5) business days, but not more than thirty (30) calendar days, prior to the meeting for which the proxy is designated. Every proxy shall be revocable and shall automatically cease at the close of the meeting for which the use of such proxy is specified. In the event of a failure to obtain a quorum at such meeting, such proxy shall be deemed to be invalid for any other purpose or for any other meetings.

ARTICLE IV - Board of Trustees**Section (1) General Powers:**

The affairs of the Association shall be managed by its Board of Trustees.

Section (2) Number, Tenure and Qualifications:

The number of trustees shall consist of nine (9) members of the Association in good standing. If the Board is unable to seat nine (9) members for any reason, then the Board may continue to conduct business with at least five (5) members. Each trustee shall hold office for a term of three (3) years and until his/her successor shall have been elected and qualified.

Section (3) Regular Meetings:

A meeting of the Board of Trustees shall be held without other notice than this regulation, in February of each year for the swearing in of new trustees and the election of officers. The Board of Trustees may provide by resolution the time and place, within Holmes County, Ohio, for the holding of additional regular meetings of the Board without other notice than such resolution. All meetings of the Board of Trustees are open to the general membership. Any Board of Trustee

meeting held to discuss and/or conduct LBPOA business with the exception of personnel, legal or professional advice, contractual negotiations, member violations, or emergencies are to be open to the members. No policy or financial business can be enacted unless done so at a meeting open to the general members. Notification will be at least 24 hours on the south gate bulletin board and the LBPOA website when and if it is available.

Section (4) Special Meetings:

Special meetings of the Board of Trustees may be called by or at the request of the President or any two trustees. The person or persons authorized to call special meetings of the Board may fix any place within Holmes County, Ohio, as the place for holding any special meeting of the Board called by them.

Section (4a). Notice of Special Meetings:

Notice of any special meeting of the Board of Trustees shall be given at least two (2) calendar days prior to the meeting by telephone or electronically or by written notice delivered personally, or four (4) calendar days prior to the meeting by written notice sent by mail. If given by telephone, electronically or personally, notice shall be deemed to be complete when delivered; if given by mail, notice shall be deemed to be complete when deposited in the United States mail addressed to the trustee at his/her address as it appears on the records of the Association, with first class postage thereon prepaid. Any trustee may waive notice of any meeting. The attendance of a trustee at any meeting shall constitute a waiver of notice of such meeting, except when a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Section (5) Quorum:

A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting, a majority of the trustees present may adjourn the meeting from time to time without further notice.

Section (6) Manner of Acting:

The act of a majority of the trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these regulations.

Section (7) Removal:

Any Board member may be removed:

- 1. Automatically, if such Board member does not attend three consecutive Board meetings, provided, however, that this provision shall not apply if such absences are excused by the president; or,
- 2. For just cause, including, but being not limited to, misfeasance or malfeasance upon the concurrence of a majority of the Board of Trustees, excluding the vote of the member upon whose expulsion the Board is voting. Members will be notified via minutes of any decision.

Section (8) Vacancies:

The Board of Trustees, when filling a vacancy on the Board, shall appoint the new Board member from the previous election’s list of unelected candidates in descending order of the number of votes received by the unelected candidates,

excluding any candidate who received less than twenty per cent (20%) of the votes, until the list is exhausted. Thereafter, the vacancy shall be filled by appointment of a member of the Association not presently a trustee by majority vote of the trustees in office. The candidate must be a member in good standing. A trustee appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

Section (9) Compensation:

Trustees as such shall not receive any slated salaries for their services, but by resolution of the Board of Trustees a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any trustee from serving the Association in any other capacity and receiving compensation therefor.

Section (10) Health Hazards:

In the event a health hazard is determined by the County Board of Health, the State Health Department or the Board of Trustees, the Board of Trustees is specifically authorized and directed to take all steps necessary to correct such hazard, including without limitation notifying the appropriate public utilities servicing such area affected to discontinue service thereto. The trustees are specifically relieved of any liability for performing this duty.

Section (11) Regular Election of Trustees:

The Board of Trustees shall appoint a Nominating Committee of up to three (3) members in good standing. Such Committee shall have the responsibility of soliciting persons to become candidates for membership on the Board of Trustees, of overseeing the preparation and distribution of ballots and voting instructions to each member entitled to vote, notifying each elected candidate of his/her election and such other related duties as the Board of Trustees may direct. (See Article IV, Section (12) below). This Committee shall be in addition to any committee that may be designated for other purposes by the Board of Trustees pursuant to Article VI, Sections (1) and (2). Any member wishing to be a candidate shall submit his/her name and credentials forty-five (45) days before the election. All candidates must be members in good standing.

Section (12) Voting for the Regular Election of Trustees:

- (a) The President shall set a day and hour for the regular election of trustees by members (hereinafter "election"). Not less than sixty (60) days before the election, the trustees shall prominently publish notice of the election in the Lake Buckhorn newsletter (hereinafter "newsletter"), on the Lake Buckhorn web site (hereinafter "web site") or such other electronic and written source(s) as the trustees shall determine. The notice shall also declare whether the voting shall be by electronic ballot, paper ballot or both, as determined by the Board of Trustees.
- (b) At any time prior to the day and hour set for the election, the President or the Board of Trustees may determine to retain an outside designated agency to oversee the election. The membership shall be promptly notified of the name of the outside designated agency, which shall be selected by the Board of Trustees. The outside designated agency shall review and count all ballots and report the results to the Board of Trustees. If there is no vote taken as set forth in Section (12)(f), the outside designated agency shall not be used and shall be discharged of its responsibilities set forth herein.
- (c) Not less than thirty (30) days before the election, the Nominating Committee shall prominently place on the web site (or such other electronic and written source(s) as the trustees shall determine) a link to allow a member to review the list of candidates and their credentials, the voting method(s) available (that is, electronic ballot, paper

ballot or both) and the means to allow the member to vote. When there is more than one voting method available, the member may choose which method to use. The list of candidates, their credentials and paper ballots may also be obtained upon request in writing to the Association office, or by telephone to or personally visiting the Association office during its regular business hours. Members shall be responsible for obtaining ballots, voting and delivering the ballots to the Association office.

- (d) Electronic ballots and paper ballots must be received in the Association office no later than six (6) hours before the day and hour set for the election. Electronic ballots may be cast electronically pursuant to ballot instructions. Paper ballots may be sent by regular first-class mail, email, facsimile or hand delivery to the Association office, as the member may determine, pursuant to ballot instructions.
- (e) Ballots shall not be opened nor in any way reviewed by any source until the casting of all ballots (both electronic and paper) is closed six (6) hours before the day and hour set for the election. Upon closure of the allowed casting of ballots, the Nominating Committee (or outside designated agency, if used) shall review and count all ballots, promptly reporting the results of the election tally to the Board of Trustees. Election results shall be promptly posted in the Association office, in the newsletter and on the web site, or such other electronic and written source(s) as the trustees shall determine.
- (f) If the number of candidates for election as trustees is the same or less than the number of openings on the Board of Trustees, there shall be no need to vote and the candidate(s) shall become the new trustee(s). In that event, after such determination, election results shall be promptly posted in the Association office, in the newsletter and on the web site, or such other electronic and written source(s) as the trustees shall determine.

Section (13) Expenditures:

The Board of Trustees shall provide written notice to the members upon deciding to make an expenditure of Association money (which is to be spent on additional or new (non-replacement elective items) in an amount per project larger than 7% of the annual budget for the prior fiscal year. After notifying the members, the Board must discuss the matter at two meetings prior to taking a final vote on the expenditure. The expenditure must be approved by a two-thirds vote of the full Board.

ARTICLE V - Officers of the Board of Trustees

Section (1) Officers:

The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Trustees), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Trustees; any two or more offices may be held by the same person except the offices of President and Vice-President, Secretary and Assistant Secretary, Treasurer and Assistant Treasurer.

Section (2) Election Qualifications and Term of Office:

The officers of the Association shall be elected annually by the Board of Trustees at the regular February meeting of the Board of Trustees. If the election of officers shall not be held at such meeting, such election shall be held as soon

thereafter as possible. Each officer shall hold office until his/her successor shall have been duly elected and qualified. Officers must be members in good standing.

Section (3) Removal:

Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section (4) Vacancies:

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Trustees for the unexpired portion of the term.

Section (5) President:

The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these regulations or by statute to some other officer or agent of the Association; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

Section (6) Vice President:

In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Trustees

Section (7) Treasurer:

If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Trustees shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these regulations; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Trustees.

Section (8) Secretary:

The Secretary shall be responsible for the keeping of the minutes of the meetings of the members and of the Board of Trustees in one or more books provided of the purpose; see that all notices are duly given in accordance with the provisions of these regulations or as required by law; be custodian of the corporate records; keep a register of the Post Office address of each member which shall be furnished to the Secretary by such member, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the

President or by the Board of Trustees.

Section (9) Assistant Treasurers and Assistant Secretaries:

If required by the Board of Trustees, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Trustees shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President of the Board of Trustees.

ARTICLE VI - Committees

Section (1) Committee of Trustees:

The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more committees, each of which shall consist of two or more trustees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees, in the management of the Association; but the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon it or him/her by law.

Section (2) Other Committees:

The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more committees not having and exercising the authority of the Board of Trustees in the management of the Association. Except as otherwise provided in such resolution, members of each such committee shall be members in good standing, and the President shall appoint the members thereof. Any member may be removed by the person(s) authorized to appoint such member whenever, in their judgment, the best interests of the Association shall be served by such removal.

Section (3) Term of Office:

Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his/her successor is appointed unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section (4) Chairman:

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section (5) Vacancies:

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointment.

Section (6) Quorums; Manner of Acting:

A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Unless otherwise provided in the resolution of the Board of Trustees designating a committee, the act of a majority of the members of a committee at a meeting at which a quorum is present shall be the act of the committee.

Section (7) Rules:

Each committee may adopt rules for its own government not inconsistent with these regulations or with rules adopted

by the Board of Trustees.

Section (8) Executive Committee:

The Board of Trustees may elect an Executive Committee of three (3) members in good standing plus the President to serve until the next annual meeting of members or until the election of trustees. The President will act as chairman. The said committee shall keep the Board and treasurer informed as to recommendations which said committee deems appropriate. If no Executive Committee exists, the rights and responsibilities of the Executive Committee as set forth herein shall be performed by the Board of Trustees.

(a) Specific Duties

(1) Review and recommend to the Board of Trustees rules and regulations set forth in Section (6) of Article II and any other rules or regulations deemed necessary by the Board, and to enforce such rules and regulations by any legal or appropriate action they deem advisable.

(2) Adopt and/or amend rules and regulations satisfactory to the Holmes County Zoning Commission controlling and governing the use of Lake Buckhorn and its community facilities; to distribute a copy of such regulations to each member of this Association; and further to enforce such rules and regulations by any legal or appropriate action they deem advisable.

(3) Appoint a caretaker and/or manager who shall receive such compensation as it is established by the committee and approved by the Board of Trustees. Such caretaker shall serve at the pleasure and direction of the committee and shall specifically be required to:

- (a) Inspect and make tests of all aerobic and other types of septic systems installed in the Lake Buckhorn Subdivision;
- (b) cause the results of such tests to be reported to the Holmes County Board of Health;
- (c) keep the Executive Committee informed and advised of all communications with members and the County Board of Health.

(b) Meetings: The Executive Committee shall meet at such times and places as it shall deem advisable, but special meetings may be called by any member of the committee by the giving of oral or written notice thereof to the other members.

(c) Standing Committee: This committee shall be in addition to any committee that may be designated for other purposes by the Board of Trustees pursuant to Article VI, Sections (1) and (2).

ARTICLE VII - Contracts, Checks, Deposits, Funds

Section (1) Contracts:

The Board of trustees may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these regulations to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances.

Section (2) Checks, Drafts, & Etc.:

All checks, drafts or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the

Association, shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

Section (3) Deposits:

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section (4) Gifts:

The Board of Trustees may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII - Certificates to Membership

Section (1) Certificate of Membership:

The Board of Trustees may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board.

Section (2) Issuance of Certificates:

When a member has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his/her name and delivered to him/her by the Secretary, if the Executive Committee of the Board of Trustees shall have provided for the issuance of certificates of membership under the provisions of Section (1) of this Article VIII.

ARTICLE IX - Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees and committees having any of the authority of the Board of Trustees and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his/her agent or attorney for any proper purpose at any reasonable time.

ARTICLE X - Fiscal Year

The fiscal year of the Association shall begin on the first day of April and end on the last day of March each year.

ARTICLE XI - Dues

Section (1) Annual Dues and Assessments:

The Board of Trustees is not a liberty to change the annual dues, as these are fixed in the deeds at \$30.00 per annum. However, the Board of Trustees may determine from time to time the amount of initiation fee, if any, and amount of annual assessments, and amount and frequency of special assessments. (Article II Section (6) (c)).

Section (2) Payment of Dues and Assessments:

Dues and assessments shall be payable in advance on the first day of April in each fiscal year. Dues and assessments for a new member shall be immediately assessed and shall be due and payable on or before the thirtieth day following the acceptance of application for membership by the Board of Trustees.

Section (3) Default and Termination of Membership:

When any member shall be in default in the payment of dues and assessments for a period of one month from the beginning of the fiscal year or period of which such dues and assessments become payable, his/her membership may thereupon be terminated by the Board of Trustees in the manner provided in Article II Section (5) of these regulations.

ARTICLE XII - Reimbursement of Enforcement Costs and Certain Legal Fees

The Association, as authorized by the Board of Trustees, may bring an action at law or in equity against any member, lot owner or occupant for the purpose of (i) collecting any monetary sums due the Association; (ii) recovering the cost of performing obligations of a member, lot owner or occupant pursuant to the provisions of the deed restrictions, the bylaws, any rules or regulations; or (iii) for such other reason as may be determined by the Board of Trustees(including without limitation (a) to recover the cost of enforcement against a member, lot owner or occupant, or the respective licensees and invitees thereof, of any violation of the terms of the deed restrictions, the bylaws or such rules and regulations as may from time to time be adopted by the Board of Trustees; (b) to recover costs incurred by the Association in the event a member, lot owner or occupant fails to maintain their lot(s) in a manner which, in the discretion of the Board of Trustees, constitutes a nuisance or threatens the welfare of other members, lot owners or occupants; or (c) to collect any fines or penalties levied by the Board of Trustees [in its discretion after reasonable notice and a hearing], upon a member, lot owner or occupant for any of the occurrences referred to herein, which fines and penalties the Board of Trustees is specifically authorized hereby to so levy). In the event the Association prevails in any such action, the Association shall be entitled to recover attorneys' fees and expenses incurred by the Association in connection with such action.

ARTICLE XIII - Waiver of Notice

Whenever any notice is required to be given under the provisions of the non-profit Corporation Law of Ohio or under the provisions of the Articles of Incorporation of the Association or the regulations of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV - Amendments to Bylaws

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a majority of the members, in good standing, present in person or by proxy, at a special meeting for that purpose, if at least fifteen (15) days prior to the special meeting written notice is given to all members of the intention to alter, amend or adopt new bylaws at such meeting. The exact language, including article and section references, shall be made available at least fifteen (15) days before the special meeting. Any substantial amendment to the proposal shall require a new notice and a new special meeting for its consideration.

ARTICLE XV - Bylaws Committee

The Board is required to appoint a committee at least every seven (7) years for the purpose of reviewing and recommending changes to the LBPOA bylaws to the Board of Trustees. The committee shall be chaired by a member of the Board of Trustees and include member representation.

ARTICLE XVI - Water Company Operations

Section (1) Pursuant to the authority granted herein, the Lake Buckhorn Property Owners Association, Inc. shall form an Ohio, not-for-profit corporation to be known as Bloomfield Water Company, which corporation shall be wholly owned by the Lake Buckhorn Property Owners Association, Inc., and its members.

Section (2) Bloomfield Water Company shall acquire, maintain, and operate the water distribution system for the Lake Buckhorn residential community. Members of Lake Buckhorn Property Owners Association, Inc. and Bloomfield Water Company owning real estate contiguous to the Lake Buckhorn residential community, upon application to Bloomfield Water Company, may purchase water from Bloomfield Water Company, subject to the terms and conditions contained herein and any other terms and conditions as set forth by the Bloomfield Water Company.

Section (3) The Trustees for Lake Buckhorn Property Owners Association, Inc. shall, for the initial year of the Bloomfield Water Company, select the Board of Directors comprised of five (5) members which shall be responsible for the management of the affairs of Bloomfield Water Company. Said selection process shall be as follows:

- (a) A total of five (5) members of the Bloomfield Water Company shall be selected to serve by the Trustees for Lake Buckhorn Property Owners Association, Inc. One of the five members shall be a member of the Board of Trustees of Lake Buckhorn Property Owners Association, Inc.
- (b) The terms of the members of the Board of Directors shall be as follows:
 - (i) Two (2) members shall serve an initial term of one (1) year beginning on the 26th day of September 1989 and said term terminating at the annual meeting of the Board of Directors for the Bloomfield Water Company on the date of the annual meeting in 1990. At that time, two (2) members shall be elected for a term of two (2) years, in the same manner as for the nominations and elections of the Board of Trustees for Lake Buckhorn Property Owners Association, Inc. and in accordance with Article 4 of the Lake Buckhorn Property Owners Association Policy Manual, and Article III of the Bloomfield Water Company Policy Manual.
 - (ii) Two (2) members shall serve a term commencing on the 26th day of September, 1989, and terminating at the annual Directors' meeting for Bloomfield Water Company on the date of the annual meeting in 1991. At that time, two (2) members shall be elected for a term of two (2) years in the same manner as for nominations and elections of the Board of Trustees for Lake Buckhorn Property Owners Association, and in accordance with Article IV Section (2) of the Lake Buckhorn Property Owners Association Policy Manual, and Article III of the Bloomfield Water Company Policy Manual.
 - (iii) The remaining member shall be a member of the Board of Trustees of Lake Buckhorn Property Owners Association Inc. and shall serve a term of one (1) year beginning on the 26th day of September 1989 and terminating on the 16th day of February 1990. Said vacancy shall be filled on an annual basis by the Board of Trustees for the Lake Buckhorn Property Owners Association.

Section (4) All members of the Lake Buckhorn Property Owners Association, Inc. shall become members of Bloomfield Water Company, and as such shall be entitled to any benefit afforded any member by Bloomfield Water Company and shall be obligated to pay the fees and assessments set forth in this Article.

Section (5) The dues and assessments for Bloomfield Water Company shall be as follows:

- (a) Each individual (including, but not limited to corporations, partnerships, and co-tenants) who wish to have individual rights and who own(s) or purchase(s) one or more vacant lot(s) shall each pay to the Bloomfield Water Company an initial and one-time membership fee of \$350.00. and thereafter, shall pay an availability fee, which is currently \$50.00 per year, which is payable when billed. (In the case of cotenants, only one annual availability fee shall be paid.)
- (b) Each individual (including but not limited to corporations, partnerships and co-tenants) who own(s) a lot upon which a residential structure has been constructed at the time this Article is adopted, shall pay the Bloomfield Water Company an initial and one-time membership fee of \$350.00; and additional special assessment of \$1,750.00 per residential structure; and thereafter shall pay a usage fee which is currently \$85.00 per quarter, per residential structure, and which is payable when billed.
- (c) Each individual (including but not limited to corporations, partnerships and co-tenants) who has paid the membership fee required in Sub-paragraph (a) of this section and who subsequently constructs a residential structure on a lot or desires a tap on a lot, shall pay the Bloomfield Water Company the additional special assessment of \$1,750.00 set forth in Sub-paragraph (b) herein; and, thereafter, shall pay the usage fee set forth in Sub-paragraph (b) herein.
- (d) Effective at the date of the adoption of this Article and continuing until March 31, 1991, each individual (including by not limited to corporations, partnerships, and co-tenants) shall be charged only one (1) membership fee (except in the case of co-tenants who each desire full membership rights) and one (1) availability or usage fee as is applicable, unless there exists more than one (1) residential structure; and in that case, the number of usage fees paid shall equal the number of residential structures. These fees and assessments are the same as those set forth in Subparagraphs (a), (b) and (c) herein. Beginning April 1, 1991, each individual shall pay the same number of usage fees and/or availability fees as the number of assessments billed by the Lake Buckhorn Property Owners Association, Inc.
- (e) Each individual who acquires a lot(s) upon which a residential structure(s) has/have been constructed shall pay the Bloomfield Water Company those fees and assessments as set forth in subparagraph (b) of this section; provided, that if the membership fee of \$350.00 and the additional special assessment of \$1,750.00 have already been paid for the residential structure involved, that additional special assessment and requisite membership fee shall not be applicable.
- (f) Any Bloomfield Water Company member in default in the payment of any assessment or fee established by this section for a period in excess of 30 days shall be subject to the following procedures and penalties. The Bloomfield Water Company, as authorized by the Board of Directors, may bring an action at law or in equity against any member, lot owner or occupant for the purpose of (i) collecting any monetary sums due the Company; (ii) recovering the cost of performing obligations of a member, lot owner or occupant pursuant to the provisions of

the deed restrictions, the bylaws, any rules or regulations; or (iii) for such other reason as may be determined by the Board of Directors (including without limitation (a) to recover the cost of enforcement against a member, lot owner or occupant, or the respective licensees and invitees thereof, of any violation of the terms of the deed restrictions, the bylaws or such rules and regulations as may from time to time be adopted by the Board of Directors; (b) to recover costs incurred by the Company in the event the member, lot owner or occupant fails to maintain their lot(s) in a manner which, in the discretion of the Directors, constitutes a nuisance or threatens the welfare of other members, lot owners or occupants; or (c) to collect any fines or penalties levied by the Board of Directors [in its discretion after reasonable notice and a hearing] upon a member, lot owner or occupant for any of the occurrences referred to herein, which fines and penalties the Board of Directors is specifically authorized hereby to so levy). In the event the Company prevails in such action, the Company shall be entitled to recover attorneys' fees and expenses incurred by the Company in connection with such action.

- (g) The membership fee and additional special assessment set forth hereunder, shall be the established minimum amounts set and shall not be subject to decreases. Said membership fee and additional special assessment shall be subject to increases in the same manner as any change in other fees and assessments established by the Bloomfield Water Company, according to the rules and regulations of the Bloomfield Water Company. The usage fee and availability fee as set forth hereunder shall be subject to change (increases/decreases) and shall be determined in the same manner as any change in other fees and assessments as established by the Bloomfield Water Company according to the rules and regulations of the Bloomfield Water Company.
- (h) Upon the sale or transfer of all lots owned at Lake Buckhorn, and upon termination of membership in the Lake Buckhorn Property Owners Association, Inc., then, and in that event, membership in Bloomfield Water Company will also terminate and the members shall be entitled to a refund of the initial membership fee of \$350.00 for property acquired before September 28, 2003. Said membership fees shall not be transferable between members and new applicants. Said fee shall be refundable only upon proper application to Bloomfield Water Company at the time of transfer, by the new owner of said lot(s) and upon receipt of the new membership fee, if applicable under this Article. Said membership fee shall not be refundable if said lot and/or lots are donated or gifted back to the Lake Buckhorn Property Owners Association, Inc., or are given back in lieu of payment of dues, fees, and/or assessments, including special assessments. Said membership fees shall not be reimbursable if there are any outstanding financial obligations to LBPOA.

Section (6) The Board of Directors of Bloomfield Water Company is hereby delegated full authority to conduct the day-to-day operations of the Company, provided that no expenditure of more than \$25,000.00 shall be made without the prior consent of the Board of Trustees of the Lake Buckhorn Property Owners Association, Inc.