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JOSEPH F. SALZGEBER  
MEDINA COUNTY RECORDER  
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*Plat: 2019PL000036*

MEDINA COUNTY RECORDER

JOSEPH F. SALZGEBER

(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
Phases 1 and 2 of The Preserve at Trillium Creek in Montville Township, Medina County, Ohio**

This Declaration, made this 12<sup>th</sup> day of JUNE, 2019, by the owners of the properties identified as The Preserve at Trillium Creek (hereinafter "Subdivision") Lots 1 through 11, collectively known as "Owners."

WHEREAS, the Owners hereto represent all the home sites located within the Subdivision which is more fully described in Exhibit "A" which is attached hereto and made a part of hereof;

WHEREAS, the Owners recognize and acknowledge the continued need to maintain an Association for the purpose of upkeep, landscaping, mowing, maintenance, repair, and, if necessary, replacement or improvement of the cul-de-sacs and detention basins in Phase I and Phase II; liability insurance for the Trustees and common areas; and recognize and acknowledge that it is necessary and required by the Medina County Subdivision Regulations to operate an Association for as long as any of the common areas exist.

WHEREAS, the parties hereto in furtherance of the desire to provide for the preservation and maintenance of said Subdivision; and to this end, desire to subject the real property described in Exhibit A, to the covenants, conditions and restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the parties have incorporated under the laws of the State of Ohio as a nonprofit corporation as THE PRESERVE AT TRILLIUM CREEK HOMEOWNER'S ASSOCIATION, dated JUNE, 12, 2019 and filed with the Ohio Secretary of State.

NOW, THEREFORE, the parties hereto, in consideration of the undertaking, terms, obligations, and promises contained herein and the accomplishment of the goals and purposes stated in the preceding paragraphs, agree as follows: That the real property described in Exhibit "A", shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and further specify that this Declaration shall constitute covenants to run with the land and shall be binding upon the owners and their successors, and together with their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I  
DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits) shall have the following meanings:

- (a) "Association" shall mean and refer to The Preserve at Trillium Creek Homeowner's Association, Inc., a non-profit corporation organized and existing under the laws of the State of Ohio.
- (b) The "Properties" shall mean and refer to sublots 1 through 11 as recorded in the Subdivision Plat on July 18<sup>th</sup>, 2019 Date in Plat Book, No 2019 PL000036 of Medina County Recorder records.

- (c) "Lot" shall mean and refer to any of the sublots 1 through 11 (whether or not improved with a house) shown upon any recorded subdivision plat.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.
- (g) "By-Laws" shall mean and refer to the Code of Regulations of The Preserve at Trillium Creek Homeowner's Association which are attached hereto as Exhibit "B" and made a part hereof

ARTICLE II  
PROPERTIES SUBJECT TO THE DECLARATION

The real property which is the subject of this Declaration is contained in a Declaration of Covenants, Conditions and Restrictions recorded with the Medina County Recorder's Office and attached hereto as Exhibit "A" which is made a part hereof.

ARTICLE III  
MEMBERSHIP AND VOTING  
RIGHTS IN THE ASSOCIATION

Section 1. Membership: Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. Each Lot is entitled to two votes exercised as the Lot Owner(s) among themselves deem proper for a total of sixteen votes of the entire Membership. Lot owner(s) shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot, subject to the exceptions set forth in Article VI, Section 2 herein.

Any Lot Owners of Lots (1-8) who become delinquent in the payment of annual or special assessments and are placed on notice by an officer of the Association of this delinquency shall have their voting rights suspended until such time that the Owners become current with the payment of all assessments, subject to the exceptions set forth in Article VI, Section 2 herein.

Any action may be taken by the Association, without a meeting, by means of a writing signed by a sufficient number of Members to indicate that a 75% majority of the voting power of the Association assents to the action.

Section 2. By-Laws: The By-Laws of The Preserve at Trillium Creek Homeowner's Association, Inc. are hereby adopted by the Owners.

ARTICLE IV

PROPERTY RIGHTS IN  
THE COMMON DRIVEWAY

Section 1. Member's Easements of Enjoyment: Subject to the provisions of Article IV, Section 2, each Member shall have a right of easement and enjoyment in and to cul-de-sacs in common with all others entitled to use the same. Such easement shall be appurtenant to and shall pass with the title to each Lot.

Section 2. Extent of Membership Easements: The rights and easements of enjoyment created hereby shall be subject to the following: (a) the right of the Association to take such steps as are necessary to protect the Blocks; and (b) the right of the Association to dedicate or transfer all or part of the Blocks to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Township of Montville, County of Medina, by the affirmative vote of Members entitled to exercise 75% of the voting power of the Association, provided that written notice shall be given to all Members at least thirty (30) days in advance of the such meeting stating the purpose of such meeting.

ARTICLE V  
PROTECTIVE COVENANTS/RESTRICTIONS

Section 1. Restrictions. The lots in the Association shall be subject to the following deed restrictions which shall run with the land.

- 1) Residential Use: All of the proposed single family lots, in the above description, except as herein after expressly provided to the contrary, including all lots enlarged or recreated by shifting or location of side boundary lines, are restricted to the use of a single family, their household servants and guests. Only one dwelling shall be erected per lot.
- 2) No Trade, Business, Profession Etc.: No trade, business, profession, or other type of commercial activity shall be carried on upon any of the land in this subdivision. There shall be no commercial signage on any of the houses. Home based business are acceptable that do not change the nature of the neighborhood or create excessive traffic of trucks and/or customers.
- 3) Lawn and Landscaping: All lawns in the front of the property shall extend to the pavement line. No gravel, blacktop, or paved parking strips are to be allowed. Said Landscaping shall be completed in a reasonable time after occupancy, not to exceed six (6) months.
- 4) Approval of Plans, Specifications and Location of Buildings: No building or other structure shall be erected, placed, or permitted to remain on any building lot in this subdivision until a set of plans or the working drawings and specification, including a plot plan showing the location of the buildings or other structures, property lines and setbacks, is submitted to the architectural review committee, and approved by said committee as meeting the requirements of these restrictions. Refusal of approval of plans and specifications and location by the architectural review committee may be based on any ground, including, but not limited to purely aesthetic grounds which is the sole and uncontrolled discretion of the architectural review committee. as said committee shall deem sufficient. No alteration in the exterior appearances of buildings or structures shall be made without approval of the architectural review committee. The provisions herein

contained shall equally apply to repair, alteration or modification made to the exterior of any building, wall, or other structure.

5) Outbuildings: There are to be no outbuildings unless approved by the architectural review committee.

6) Parking of Trucks: No commercial vehicles larger than a pickup truck of any kind shall be permitted to be parked in this subdivision for a period of more than eight (8) hours, unless the same is present in the actual construction or repair of building located on the land.

7) No Boat, Motor Homes, and Farm Implements: No mobile homes, trailers, boats or other types of recreational vehicles shall be stored on the property for a period of over three (3) days, unless they are housed inside a permanent structure.

8) Nuisances: No activity or business or any act shall be done upon the property covered by these restrictions which may be or become an annoyance or nuisance to the neighborhood.

9) Garbage Containers: All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from the adjoining properties.

10) Clothes Drying Area: There shall be no outdoor drying of clothing, or any other garments.

11) No Access: Each subplot shall be used for a single family dwelling only. A dwelling may be placed on more than one lot if the owner so desires. Each lot shall not be further subdivided. No lot shall be utilized for a driveway or roadway purposes except to provide access to a private dwelling. In addition, no lot shall be used to obtain access to adjoining land except for land used in conjunction with the owner's single family dwelling. The subplot shall not be used to obtain access to water, sewer, other utilities or the roadways of the subdivision.

12) Satellite Dishes: No satellite dishes larger than two (2) feet in diameter, ham, or antennae may be placed on any lot in the subdivision.

13) Animals: No animals of any kind shall be kept or harbored on the lot except domestic dogs and cats. No animals shall be kept or bred for commercial purposes. All animals shall be contained on the lot and kept on a leash. All dogs and cats must be harbored inside the resident's home over night.

14) Building Contractors: Developer, its successors and/or assigns, reserves the right to approve those building contractors who will be allowed to construct homes in this subdivision. Every house must be completed within ten (10) months from the beginning of construction.

15) Size of Buildings: No single story residences shall be erected which have less than sixteen hundred (1,600) square feet. Square footage is computed by using the ground level less the garage. No multi-story residences shall be erected which contain less than twenty-three hundred (2,300) square feet, not including the garage. No residence shall exceed two and one half (2.5) stories. All residences must have an attached garage providing space for a minimum of two (2) automobiles. The building line setback requirements from the lot and right of way are the following: forty (40) foot building line setback on the front, a thirty

(30) foot building line setback on the rear of the lot, and a ten (10) foot building line setback on the sides of the lot.

16) Construction: All driveways shall be concrete.

17) Fences: Property line fences are not to be located within forty (40) feet of the road right of way. No fence shall exceed six (6) feet in height. Vinyl fences only shall be permitted.

18) Mail Boxes: All mail boxes will be uniform in design and provided by the builder in accordance with plans that are to be approved by the Developer. Resident's shall maintain and/or replace mailboxes in the future as needed with matching boxes that are consistent with the original design.

19) Government Compliance: All uses, structures and modifications of lots are also subject to local zoning regulations and environmental regulations. Governmental approvals must be obtained before improvements and/or modifications are initiated.

Section 2. Maintenance. The Association shall be responsible for the upkeep, landscaping, mowing, maintenance, repair, and, if necessary, replacement or improvement of said common area contained in the cul-de-sac as well as maintenance of the retention basin to keep it clear from debris and to keep the retention basin functioning properly and draining.

Section 3. Damage to Common Area: The Owner of each Lot within the Properties hereby covenants and agrees that they will not damage, block access to, or destroy in any aspect, the Common Area and all structures ancillary to it which are necessary for the maintenance of such Common Area. In the event damage is caused to the Common Area by any action(s) of an individual Owner, that Owner will be solely responsible for such damage. The Association shall have the right to seek reimbursement from said Owner. Any assessment for said damage will be subject to the Owner's right to have the issue determined by the Members at a Special Meeting called for the purpose of determining the amount, if any, of said assessment.

Section 4. Insurance. The Association may obtain and maintain liability insurance on the common area as well as directors and officer's liability insurance.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments: Subject to the exceptions set forth in Article VI, Section 2 herein, the Owner(s) of each Lot within the Properties hereby covenants and agrees that by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) An assessment for the performance of the Association's administrative functions and responsibilities shall be apportioned equally as to all Lots. The monthly assessment shall be determined by the Officers of the Association prior to the date of the annual meeting of the

Members, in such amounts as in their discretion shall be reasonably necessary to meet expenses anticipated for the continued operation of the Association, during the ensuing year including liability insurance, landscaping, mowing, maintenance and upkeep of the common areas. At the annual meeting of the Members, the amount of the monthly assessment as levied by the Officers may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. The assessment shall be due and payable not later than the **1<sup>st</sup> day of the third month** of each year. The assessment is not intended to cover the cost of repairs and/or improvements to the common areas.

(b) Special assessments for necessary maintenance, improvement and repairs of the Common Areas as well as the accumulation of reasonable reserves for anticipated future capital expenditures may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessments, be payable in more than one installment. Each assessment shall be in the amount for each such Lot by proportionate share of the total lots in the Subdivision.

(c) Subject to the exceptions set forth in Article VI, Section 2 herein, each Lot shall be subject to a lien in favor of the Association securing any and all unpaid assessments, together with interest at 10% per annum, shall be a charge upon such Lot and if not paid within thirty (30) days after their due date. The Association shall have a lien upon the Lot for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost and legal fees of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

## ARTICLE VII DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic Modification: The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns.

Section 2. Modifications: The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90<sup>th</sup>) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise Seventy-Five (75%) of the voting power of the Association provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Notice shall be sent by regular mail, postage prepaid.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by regular mail, postage prepaid to the last-known address of the person who appears as Member or Owner on the

records of the Association at the time of such mailing. If a member would like to be notified via e-mail as well, they will be responsible for providing that information to the Secretary and notify them of any changes. The Association does not take responsibility for updating the status of any member's email information.

Section 2. Enforcement: The Owners and Members of this Association agree that any disputes, which may arise under this Association agreement, its operation, management or control, shall be resolved first through a meeting and informal hearing before the Board of Trustees. The Members expressly waive their right to a trial by jury for any disputes, which may arise between them.


Section 3. Incorporation of Ohio Revised Code: It is the intention of the Hunter's Woods Homeowners Association to adopt and incorporate herein the provisions of Ohio Revised Code Chapter 5312.01 et. seq. as it may be amended and be governed by its provisions. In the event of a specific conflict between this Declaration and the Ohio Revised Code Chapter 5312.01 et. seq., this Declaration shall control.

The following intend to be legally bound, the parties have signed this Declaration on the dates indicated below.

Executed this 12 day of June, 2019.


Owner:

Haslinger Holding Company

By:   
By: Doug Haslinger, President

Association:

The Preserve at Trillium Creek Homeowner's Association

By:   
By: Doug Haslinger, President



STATE OF OHIO                    )  
                                                  ) ss:  
COUNTY OF MEDINA            )

Before me, a Notary Public in and for said County and State, personally appeared the above named Doug Haslinger President of the Haslinger Holding Company, and Doug Haslinger, President of the Preserve at Trillium Creek Homeowner's Association, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the said Association and Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this  
12 day of June, 2019.

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

THIS INSTRUMENT PREPARED BY:  
Robert C. Skidmore  
Skidmore & Hall Co., LPA  
748 N. Court Street  
Medina, OH 44256



STEVEN J. SWAIN  
Notary Public, State of Ohio  
My Commission Expires  
April 18, 2021

See exhibit "B" for Bylaws.

Exhibit "A"

Sublots 1-11, Phase I

Situated in the Township of Montville, County of Medina, State of Ohio, and known as being part of Lot 24 of said Township, also known as being the whole of Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of The Preserve at Trillium Creek Subdivision Phase 1, as recorded in Plat 2019 PL 0000 36 of Medina County Records, be the same more or less, but subject to all legal highways and easements and conditions created by said plat.

Permanent Parcel No.

Sublot #1 030-11A-02-138  
Sublot #2 030-11A-02-139  
Sublot #3 030-11A-02-140  
Sublot #4 030-11A-02-141  
Sublot #5 030-11A-02-142  
Sublot #6 030-11A-02-143  
Sublot #7 030-11A-02-144  
Sublot #8 030-11A-02-145  
Sublot #9 030-11A-02-146  
Sublot #10 030-11A-02-147  
Sublot #11 030-11A-02-148

Future Phase II

Situated in the Township of Montville, County of Medina, State of Ohio, and known as being part of Lot 24 of said Township, also known as being part of a parcel conveyed to Trillium Creek LLC on August 19, 2005 in Document No. 2005OR028174 of the Medina County Recorder's Records and being further bounded and described as follows:

COMMENCING at a 5/8" iron pin set (capped "Lewis Land Professionals") at the northeast corner of Sublot 44 of Northampton Highland Estates Subdivision Phase 1 as recorded in Document No. 2000PL000153 of the Medina County Recorder's Records, said point also being on the east line of said Township Lot 24, which is the TRUE PLACE OF BEGINNING for the following described parcel;

thence, South 89°31'12" West, along the north line of said Northampton Highland Estates Subdivision Phase 1 and the north line of Northampton Highland Estates Subdivision Phase 2 as recorded in Document No. 2002PL000102 of the Medina County Recorder's Records, passing over a 5/8" iron pin found (capped "Cunningham") at 182.29 feet and a 5/8" iron pin found at 911.86 feet, a distance of 1043.87 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, North 00°28'48" West, a distance of 165.00 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, North 20°47'48" East, a distance of 265.63 feet to a 5/8" iron pin set (capped "Lewis Land Professionals");

thence, North 00°04'07" West, a distance of 205.00 feet to a 5/8" iron pin set (capped "Lewis Land Professionals") on a south corporation line of the City of Medina;

thence, North 89°55'53" East, along said City of Medina corporation line, passing over a 5/8" iron pin found (capped "Cunningham") at 457.06 feet, a distance of 947.06 feet to a 5/8" iron pin found on the east line of said Lot 24 at the northeast corner of said Trillium Creek LLC parcel;

thence, South 00°23'02" East, along the east line of said Township Lot 24, a City of Medina corporation line, and the west line of Township Lot 29, passing over a 5/8" iron pin found (capped "Cunningham") at 154.71 feet, a 5/8" iron pin found at 244.73 and 334.75 feet, a 5/8" iron pin found (capped "Cunningham") found at 421.74, and a 5/8" iron pin found (capped "TB Jones") at 503.76 feet, a distance of 610.71 feet to the TRUE PLACE OF BEGINNING, containing 14.0006 acres of land, more or less, as determined from a field survey under the direction of Joseph A. Burgoon, Registered Surveyor No. 8325, in February 2018, for and on behalf of Lewis Land Professionals, Inc.

The BASIS OF BEARING for this description is Grid North of the Ohio State Plane Coordinate System NAD83(2011), North Zone as established by GPS observation.

Excepting therefrom the following:

Situated in the Township of Montville, County of Medina, State of Ohio, and known as being part of Lot 24 of said Township, also known as being the whole of Sublots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of The Preserve at Trillium Creek Subdivision Phase 1, as recorded in Plat 2019 PL 0000 36 of Medina County Records, be the same more or less, but subject to all legal highways and easements and conditions created by said plat.

Permanent Parcel No.

Sublot #1 030-11A-02-138  
Sublot #2 030-11A-02-139  
Sublot #3 030-11A-02-140  
Sublot #4 030-11A-02-141  
Sublot #5 030-11A-02-142  
Sublot #6 030-11A-02-143  
Sublot #7 030-11A-02-144  
Sublot #8 030-11A-02-145  
Sublot #9 030-11A-02-146  
Sublot #10 030-11A-02-147  
Sublot #11 030-11A-02-148

pp<sup>H</sup> 030-11A-02-137

Exhibit "B"

**BY-LAWS (Code of Regulations)**  
**OF**  
**THE PRESERVE AT TRILLIUM CREEK HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE I

Name and Location

The name of the Association is The Preserve at Trillium Creek Homeowner's Association, Inc., which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meetings of owners (members) and of the Trustees of the Association shall be at such place in Medina County, Ohio, as the Board of Trustees may from time to time designate.

ARTICLE II

Property Owners (Members)

Section 1. Composition. Each owner is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special Meetings of the owner may be called at any time by the president or by the Board, upon written request of owners entitled to exercise one-fourth (1/4) or more of the voting power of owners.

Section 4. Notice of Meetings. Written notice of each meeting of owner shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each owner's address or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The owner present, in person or by proxy, at any duly called and notice meeting of owners shall constitute a quorum of such meeting.

Section 6. Proxies. At any meeting of owners, an owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an owner of his, her, or its property.

Section 7. Voting Powers. A majority of the voting power of owners voting on any matter that may be determined by the owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meeting of by-laws.

Section 8. Action in Writing Without Meeting. Any action that could be taken by owner at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than majority of the voting power of owners. ARTICLE III

Board of Trustees: (Board of Managers)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, who shall serve for one year. Initial Trustees are required to be lot owners.

Section 2. Successor Trustees. All trustees shall stand for election each year. A successor trustee shall be the trustee elected by the members to replace a trustee who is replaced, removed, or should resign.

Section 3. Removal. Excepting only Trustees named in the Articles, any Trustee may be removed from the Board with or without cause, by a majority vote of the owners. In the event of the death, resignation, or removal of a Trustee other than one named in the Articles that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of owners, when a Trustee shall be elected to complete the term of such deceased, resigned, or removed Trustee.

Section 4. Nomination. Nominations shall be made from the floor at the meetings.

Section 5. Election. Election to the Board by the owners shall be by ballot.

Section 6. Compensation. No Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than semiannually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all the Trustees.

Section 12. Powers. The Board shall, under law, have the right, power, and authority to:

- a) take all actions deemed necessary or desirable to comply with all requirements of law;
- b) enforce the covenants, conditions, and restrictions set forth in this Plat;
- c) repair, maintain, and improve the Common Areas;
- d) establish, enforce, levy, and collect assessments, subject to the provisions of the Declaration;

- e) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the owners, occupants, and their guests thereon, and establish penalties for the infraction thereof;
- f) suspend the voting rights of an owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association;
- g) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board; and
- h) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property.

Section 13. Duties. It shall be the duty of the Board to:

- a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the owners at each annual meeting of owners, or at any special meeting when such statement is requested in writing by owners representing onehalf (1/2) or more of the voting power of owners;
- b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- c) fix the amount of assessments against each property, subject to the provisions of The Declaration;
- d) give written notice of each assessment to every owner;
- e) foreclose the lien against any property for which assessments are not paid;
- f) file an action at law against the owner(s) personally obligated to pay the same;
- g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- h) procure and maintain insurance as the Board deems advisable; and
- i) cause the restrictions created by the Plat to be enforced.

## ARTICLE V

### Officers

Section 1. Enumeration of Officers. The officers of this Association shall be a president, secretary, a treasurer, and such other officers as the Board may from time to time determine.

Section 2. Selection and Term. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors. Any officer may also be a member of the Board.

Section 3. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and the acceptance of such resignation shall not be necessary to make effective.

Section 4. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- b) Secretary. The secretary shall record the votes and keep minutes and proceedings of meetings of the Board and of the owners, serve notice of meetings of the Board and of the owners, keep appropriate current records showing the names of the owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the owners at annual meetings, and the delivery or mailing of a copy of each to each of the owners.

ARTICLE VI

Books and Records

The books, records, and financial statements of the Association shall be available during normal business hours or under other reasonable circumstances, and upon request to the Association, for inspection by owners and the holders and insurers of first mortgages.

ARTICLE VII

Amendments

These By-Laws may be amended by a majority vote of any membership meeting.

IN TESTIMONY WHEREOF, we the undersigned, the members of the Association, have caused these By-Laws to be duly adopted on or as of the 12<sup>th</sup> day of June, 2019.

The Preserve at Trillium Creek Homeowner's Association, Inc.

By: \_\_\_\_\_  
Doug Haslinger, President

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

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