

**BY LAWS
OF
HARVEST WIND VI AND VII HOMEOWNERS' ASSOCIATION**

Contents

<u>ITEM</u>	<u>PAGE</u>
ARTICLE I. DEFINITIONS	1
ARTICLE II. NAME	1
ARTICLE III. PURPOSES	2
§ 1. Establishment of Association	2
§ 2. By Laws	2
ARTICLE IV. HOMEOWNERS' ASSOCIATION	2
§ 1. <u>Membership</u>	2
§ 2. <u>Voting Rights</u>	2
§ 3. <u>Meeting of Members</u>	2
(a) <u>Annual Meetings</u>	2
(b) <u>Special Meetings</u>	2
(c) <u>Notice of Meetings</u>	2
(d) <u>Quorum</u>	2
(e) <u>Proxies</u>	3
ARTICLE V. BOARD OF DIRECTORS	3
§ 1. <u>Board of Directors</u>	3
§ 2. <u>Board of Directors</u>	3
§ 3. <u>Subsequent Appointments</u>	3
§ 4. <u>Powers</u>	3
§ 5. <u>Duties</u>	4
§ 6. <u>Removal</u>	4
§ 7. <u>Compensation</u>	5
§ 8. <u>Nomination</u>	5
§ 9. <u>Method of Election</u>	5
§ 10. <u>Meetings</u>	5
§ 11. <u>Delegation of Authority; Professional Management</u>	5
ARTICLE VI. OFFICERS	6
§ 1. <u>Officers</u>	6
§ 2. <u>Duties</u>	6
ARTICLE VII. COMMITTEES	7
ARTICLE VIII. AGENT FOR SERVICE	7

ARTICLE IX. MAINTENANCE AND REPAIR	7
§ 1. <u>Association Responsibility</u>	7
§ 2. <u>Lot Owner Responsibility</u>	7
ARTICLE X. INSURANCE	8
§ 1. <u>Fire and Extended Coverage Insurance</u>	8
§ 2. <u>Liability Insurance</u>	8
§ 3. <u>Fidelity Coverage</u>	9
§ 4. <u>Hazard Insurance Carrier</u>	9
§ 5. <u>Miscellaneous Insurance Terms</u>	9
§ 6. <u>Other Association Insurance</u>	9
§ 7. <u>Insurance Representative; Power of Attorney</u>	19
§ 8. <u>Sufficient Insurance</u>	10
§ 9. <u>Insufficient Insurance</u>	10
ARTICLE XI. ASSESSMENTS AND ASSESSMENT LIENS	10
§ 1. <u>Assessments</u>	10
§ 2. <u>Annual Operating Assessments</u>	10
§ 3. <u>Special Assessments for Capital Improvements</u>	12
§ 4. <u>Individual Lot Assessments</u>	12
§ 5. <u>Assessments for Real Estate Taxes</u>	13
§ 6. <u>Effective Date of Assessment</u>	13
§ 7. <u>Effect of Nonpayment of Assessment; Remedies of the Association</u>	13
§ 8. <u>Subordination of the Lien to First Mortgages</u>	13
§ 9. <u>Certificate Regarding Assessments</u>	14
§ 10. <u>Declarant's Obligations</u>	14
ARTICLE XII. AMENDMENTS	14
§ 1. <u>Power to Amend</u>	14
§ 2. <u>Method to Amend</u>	14
§ 3. <u>By Declarant</u>	14
ARTICLE XIII. EXPANDABLE SUBDIVISION	14
ARTICLE XIV. GENERAL PROVISIONS	15
§ 1. <u>Gender and Grammar</u>	15
§ 2. <u>Captions</u>	15
§ 3. <u>Conflicts</u>	15

ARTICLE IX. MAINTENANCE AND REPAIR	7
§ 1. <u>Association Responsibility</u>	7
§ 2. <u>Lot Owner Responsibility</u>	7
 ARTICLE X. INSURANCE	 8
§ 1. <u>Fire and Extended Coverage Insurance</u>	8
§ 2. <u>Liability Insurance</u>	8
§ 3. <u>Fidelity Coverage</u>	9
§ 4. <u>Hazard Insurance Carrier</u>	9
§ 5. <u>Miscellaneous Insurance Terms</u>	9
§ 6. <u>Other Association Insurance</u>	9
§ 7. <u>Insurance Representative; Power of Attorney</u>	19
§ 8. <u>Sufficient Insurance</u>	10
§ 9. <u>Insufficient Insurance</u>	10
 ARTICLE XI. ASSESSMENTS AND ASSESSMENT LIENS	 10
§ 1. <u>Assessments</u>	10
§ 2. <u>Annual Operating Assessments</u>	10
§ 3. <u>Special Assessments for Capital Improvements</u>	12
§ 4. <u>Individual Lot Assessments</u>	12
§ 5. <u>Assessments for Real Estate Taxes</u>	13
§ 6. <u>Effective Date of Assessment</u>	13
§ 7. <u>Effect of Nonpayment of Assessment; Remedies of the Association</u>	13
§ 8. <u>Subordination of the Lien to First Mortgages</u>	13
§ 9. <u>Certificate Regarding Assessments</u>	14
§ 10. <u>Declarant's Obligations</u>	14
 ARTICLE XII. AMENDMENTS	 14
§ 1. <u>Power to Amend</u>	14
§ 2. <u>Method to Amend</u>	14
§ 3. <u>By Declarant</u>	14
 ARTICLE XIII. EXPANDABLE SUBDIVISION	 14
 ARTICLE XIV. GENERAL PROVISIONS	 15
§ 1. <u>Gender and Grammar</u>	15
§ 2. <u>Captions</u>	15
§ 3. <u>Conflicts</u>	15

ARTICLE I. DEFINITIONS

The terms used in this document shall have these meanings unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Harvest Wind VI and VII Homeowners' Association as a corporation not-for-profit under the provisions of Ohio Revised Code Chapter 1702, as the same may be lawfully amended from time to time.

2. "Association" and "Harvest Wind VI and VII Homeowners' Association" mean the not-for-profit corporation created by the filing of the Articles and is also one and the same as the Association created by the Harvest Wind Phase VI Declaration.

3. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

4. "Declarant" means Webb Ventures V, Ltd., an Ohio limited partnership.

5. "Declaration" means the Harvest Wind Phase VI Declaration of Covenants, Easements, Restrictions, Assessments and Liens previously filed of record with the office of the Delaware County Recorder at Vol. 0072, Page 2675.

6. "Entranceway", "Drainage Easements" and "Common Areas" shall have the same meanings as in the Declaration.

7. "Lot" means each lot on the recorded Subdivision plat referred to in the Declaration with the exception of the Common Areas and any area designated "Drainage Easement" or "Open Space" and shall include those Lots in Phase VII as it is developed.

8. "Lot Owner" means the record owner(s) of a fee simple title, in whole or in part, to any Lot, each of whom is also a "Member" of the Association, but shall not include those holding title merely as security for the payment of a debt or the performance of an obligation.

9. "Member" and "Members" shall mean any person or entity who holds membership in the Association.

10. "Subdivision" shall have the same meaning as in the Declaration.

ARTICLE II. NAME

The name by which the Association shall be known is "Harvest Wind VI and VII Homeowners' Association"

ARTICLE III. PURPOSES

§ 1. Establishment of Association. The Association has been formed to be and to serve as the Homeowners' Association for Harvest Wind Phase VI Subdivision and Phase VII as it is developed.

§2. By Laws. These By Laws shall govern the affairs and administration of the Association.

ARTICLE IV. HOMEOWNERS' ASSOCIATION

§ 1. Membership. Membership in the Association shall be limited to the Lot Owners of the Subdivision, including Phase VII as it is developed, and every person or entity who is or becomes a record owner of a fee simple interest in a Lot is a Lot Owner and shall be a Member of the Association. No persons or entities who hold an interest merely as security for the performance of an obligation shall be a Member of or entitled to join the Association. Membership shall be appurtenant to a nd may not be separated from ownership of any Lot, a nd transfer of a Lot shall automatically transfer membership in the Association to the transferee.

§ 2. Voting Rights. Each Lot Owner shall be entitled to one vote for each Lot owned in fee simple. If a Lot is owned by more than one Owner, the vote with respect to that Lot shall not be divided, but shall be cast only as all of the Owners of that Lot agree, provided that unless timely challenged by a co-owner of a Lot, any Owner of a fee simple interest in that Lot may cast the entire vote with respect to that Lot.

§3. Meetings of Members.

(a) Annual Meetings. The first annual meeting of Members shall be held not later than thirty (30) days after seventy-five percent (75%) of the Lots in the Subdivision with residential dwellings thereon have been conveyed to bona fide purchaser. Subsequent annual meetings of Members shall be held on the same day of the same month of each year. If the day for the annual meeting of Members is a legal holiday, the meeting will be held on the next following day that is not a legal holiday.

(b) Special Meetings. Special meetings of Members may be called at any time by the president or by the Board or Directors, or on written request of twenty percent (20%) of the Members.

(c) Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10), but not more than thirty (30) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

(d) Quorum. The presence at the meeting, in person or by proxy, of a majority of the Members entitled to vote shall constitute a quorum for authorization of any action, except as may

otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(e) Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Lot Owner shall automatically terminate on conveyance by the owner of a Lot.

ARTICLE V. BOARD OF DIRECTORS

§1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors who shall be Members in good standing of the Association.

§2. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be elected by the Members. No later than one hundred eighty (180) days after 75% of the Lots in the Subdivision with residential dwellings thereon have been conveyed to bona fide purchasers, the Lot Owners shall meet, and the Lot Owners other than the Declarant shall elect all three (3) of the Directors at such meeting

§3. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities including the personal conduct of the Members and their guests; and to establish penalties for infractions of rules and regulations;

(b) Suspend the voting rights and rights to the use of any Common Areas and facilities by any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles, or by other provisions of these By Laws;

(d) Declare the office of a Member of the Board of Directors to be vacant in the event that such Member is absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) Employ a manager, independent contractors, and such other employees as deemed necessary, and to prescribe their duties.

§4. Duties. It shall be the duty of the Board of Directors to:

(a) Cause a complete record to be kept of all its acts and corporate affairs and to present a statement to the Members at each annual meeting, or at any special meeting at which a statement is requested in writing by one-fourth of the Members entitled to vote;

(b) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;

©) As more fully provided in the Declaration:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or bring an action at law against the Lot Owner personally obligated to pay.

(d) Issue, or cause an appropriate Officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Determine and cause to be obtained adequate liability, property and hazard insurance on all property owned by the Association; and all other insurance including directors and officers insurance that it deems appropriate;

(f) Cause all Directors or employees to be bonded, as it may deem appropriate; and

(g) Cause the Entranceway, Drainage Easements and Common Areas to be maintained.

§5. Removal. Any Director may be removed from the Board, with or without cause by a majority vote of the Members of the Association. In the event of death, resignation, declaration of a vacancy, or removal of a Director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

§6. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

§7. Nomination. Nomination of Members for election to the Board of Directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a Member of the Board of Directors, and two or more Members of the Association. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

§8. Method of Election. Election to the Board of Directors shall be by secret written ballot.

§9. Meetings of the Board of Directors.

(a) Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, the meeting shall be held on the next following day that is not a legal holiday.

(b) Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

(c) Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

§10. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party, without penalty, on sixty (60) days' written notice; shall be for a term not to exceed one year unless renewed by agreement of the parties (and approved by Lot Owners entitled to exercise not less than 51% of the voting power of Lot Owners) for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Lot Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on sixty (60) days' written notice.

ARTICLE VI. OFFICERS

§1. Officers.

(a) Enumeration of Officers. The Officers of the Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

(b) Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

©) Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

(d) Special Appointments. The Board may elect such other Officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board, from time to time, may determine.

(e) Resignation and Removal. Any Officer may be removed from office by the Board at any time with or without cause. 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, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(f) Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer replaced.

(g) Multiple offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

§2. Duties. The duties of the Officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments; and shall cosign with the Treasurer all checks and promissory notes.

(b) Vice President. The vice-president shall act in the place of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE VII. COMMITTEES

The Association shall appoint an architectural review committee, as provided in the declaration, and a nominating committee as provided in Article V of these By Laws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE VIII. AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is in Delaware County, Ohio, where the Subdivision is situated, is:

Realassist, Inc.
50 North Sandusky Street
Delaware, OH 43015

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX. MAINTENANCE AND REPAIR

§ 1. Association Responsibility. The Association shall, consistent with the Declaration, and at the time as set forth in the Declaration, maintain, repair, and replace all improvements to the Entranceway, Drainage Easements and any Common Areas, including but not limited to utility facilities, lawns, shrubs, trees, walkways, drives, and parking areas, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of such areas and improvements.

§ 2. Lot Owner Responsibility. As set forth in the Declaration, each Lot Owner shall repair, maintain and reconstruct the Lot and all buildings, structures and components thereof, owned by that Lot Owner, and all easements over that Lot (excepting those easements for the Entranceway) and provide routine maintenance and cleaning and snow and ice removal.

ARTICLE X. INSURANCE

§ 1. Fire and Extended Coverage Insurance. The Board shall obtain insurance for all improvements, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the common property of the Association, against loss or damage by fire, lightning, and all other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement issued in the locale of the Subdivision and in amounts not less than 100% of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and

other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(a) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Lot and its appurtenant interests superior to a first mortgage;

(b) shall be written in the name of the Association for the use and benefit of the Lot Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Lot Owners;

(c) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its Officers and Trustees, and all Lot Owners;

(d) shall have a deductible amount no greater than the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount;

(e) shall provide that the insurance shall not be prejudiced by any acts or omissions of individual Lot Owner or occupants who are not under the control of the Association; and

(f) shall be primary even if a Lot Owner or occupant has other insurance that covers the same loss.

§ 2. Liability Insurance. The Board shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas and public ways, and any other areas under the Association's supervision, even if leased to others, insuring the Association, the Directors, and the Lot Owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association, the Board, the Declarant, or other Lot Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially amended or modified, by any party, without at least 30 days' prior written notice to the Association.

§ 3. Fidelity Coverage. The Board shall obtain and maintain fidelity coverage for the Association against dishonest acts on the part of Directors, managers, employees, agents, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond is in force. In connection with such coverage, an appropriate endorsement to the

policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 30 days' prior written notice to the Association. Any management agent that handles funds of the Association shall maintain a fidelity bond providing coverage no less than that required of the Association, which bond shall name the Association as an additional obligee.

§ 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating.

§ 5. Miscellaneous Insurance Terms. Among other terms required hereby, each policy of insurance required by the terms of this Article X, or otherwise purchased with respect to the Association, shall contain an endorsement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the Association, the Board, the Declarant, or other Lot Owner which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deduction against the Association, the Board, the Declarant, or other Lot Owners.

§ 6. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine to be necessary.

§ 7. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Lot Owner, by acceptance of a deed to a Lot, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Lot Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Lot Owner, their respective first mortgage holders, the Association, and the Subdivision.

§ 8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then

such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefore.

§9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or is insured against, but the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then unless the Members shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make such repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Lot Owners in equal amounts. Should any Lot Owner refuse or fail after reasonable notice to pay that Lot Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Lots of such Lot Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

ARTICLE XI. ASSESSMENTS AND ASSESSMENT LIENS

§ 1. Assessments. As more fully provided in the Declaration each Member is obligated to pay to the Association certain assessments, including but not limited to: (i) annual operating assessments, (ii) special assessments for capital improvements, and (iii) special individual Lot assessments, all of such assessments to be established and collected as hereinafter provided, and which are secured by a continuing lien on the property against which such assessments are made.

§ 2. Annual Operating Assessments.

(a) Prior to the time any Lot Owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate, and divide equally among all Lots, common expenses of the Association consisting of the following:

1. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
2. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
3. the estimated next fiscal year's costs for utility services not separately metered to Lot Owners;
4. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
5. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair

and replacement of major improvements for which each reserve over a period of time in excess of one year ought to be maintained; and

6. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(b) The Board shall establish the annual operating assessments for each separate Lot. For administrative convenience, any such assessments may be rounded up so that monthly installments will be in whole dollars.

©) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Lot Owner from prepaying assessments in annual, semi-annual, or quarterly increments. Prepayment shall not entitle any Lot Owner to receive a discount from their obligations hereunder. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Lots an equal monthly share of the annual operating assessments for that Lot.

(d) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots on the same basis as heretofore set forth.

(e) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot Owners.

(f) None of the general operating reserve funds shall be used to defray Declarant's expenses, reserve contributions or construction costs, or to make up any of its budget deficits.

§ 3. Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to 5% of that fiscal year's budget, without the prior consent of Lot Owners exercising no less than 75% of the voting power of Lot Owners.

(b) Any such assessment shall be divided equally among all Lots, and shall become due and payable on such date or dates as the Board determines following thirty days prior written notice to the Lot Owners.

§4. Individual Lot Assessments. The Board may levy an assessment against an individual Lot, or Lots, to reimburse the Association for those costs incurred in connection with that Lot or Lots properly chargeable by the terms hereof or the Declaration to a particular Lot (such as, but not limited to, the cost of making repairs that are the responsibility of a Lot Owner). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Lot Owners subject thereto.

§5. Assessments for Real Estate Taxes. During the first year of the Subdivision's existence, and thereafter until such time as real estate taxes and assessments are split into separate tax bills for each Lot, the Association shall have the right to pay the real estate taxes and assessments attributable to the Subdivision Property in the event the same have not been paid, when due, and assess each Lot Owner for his, her or its share of such real estate taxes and assessments as a special individual Lot assessment.

§6. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Lot Owner subject thereto at least thirty (30) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Lot Owner shall constitute notice to that Lot Owner, unless the Lot Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot Owner.

§7. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or installment of any assessment is not paid within thirty (30) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine.

(b) Annual operating and all special assessments, together with interest, costs (which for purposes of this Article XI include the reasonable attorney fees incurred by the Association in obtaining compliance by a Lot Owner with all rules and regulations of the Association or the Declaration and payment and collection of any assessments on that Lot) shall be a charge and a continuing lien in favor of the Association upon the Lot(s) against which each such assessment is made.

©) At any time after an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Delaware County, Ohio, in which the Subdivision is located, pursuant to authorization given by the Board. The certificate shall contain a description of the

Lot(s) against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

(d) Each such assessment together with interest and costs, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. Such obligation shall not be the personal obligation of that owner(s) successor in title unless expressly assumed by the successor; provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(e) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, costs and reasonable attorney fees, bring an action at law against the Lot Owner(s) personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Lot Owner(s) affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees and costs) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(f) No Lot Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Lot.

§8. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for in this Article XI shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to such Lot.

§9. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge payable at the time of the request, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments or installments thereof on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

§10. Declarant's Obligations. Declarant will assume the rights and obligations of a Lot Owner in its capacity as owner of Lots not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Lots, from a date no later than that upon which common expenses are first charged with respect to any other Lot.

ARTICLE XII. AMENDMENTS

§1. Power to Amend. Except as hereinafter specifically provided, amendment of these Bylaws shall require the consent of Lot Owners exercising not less than 75% of the voting power of Lot Owners. Notwithstanding the foregoing:

(a) the consent of all Lot Owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Lot;

(ii) the fundamental purposes to which any Lots or the Common Areas are restricted;

§2. Method to Amend. An amendment to these Bylaws, adopted with the consents of Lot Owners as required herein, shall be executed by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions.

§3. By Declarant. Notwithstanding, anything to the contrary in this Article XII, Amendments, these Bylaws can be amended by Declarant, without the consent of the Lot Owners, to add the expandable Subdivision property, consisting of approximately 51.329 acres, and shown on the Harvest Wind Phase VI Plat "future phases."

ARTICLE XIII. EXPANDABLE SUBDIVISION

This is an "expandable homeowners association" as there may be added in the future to the land and improvements described herein as the Subdivision the property designated as "future phases, " on the Harvest Wind Phase VI plat which may be added as additional property in one (1) or more phases by an amendment of the Declarations. There may be constructed on the additional property shown up to seventy-five (75) more Lots.

ARTICLE XIV. GENERAL PROVISIONS

§1. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as through in such case fully expressed.

§2. Captions. The captions of the various provisions of these By Laws are not part of the context hereof, but are merely labels to exist in locating the various provisions hereof.

§3. Conflicts. In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; in the case of any conflict between the Declaration and these By Laws, the Declaration shall control.

The undersigned have executed this instrument effective this 8th day of
February, 2001.

By 

Bob Webb, Director

By 

Webb Ventures V, Ltd., Declarant

