

**WOODSIDE CROSSING
HOMEOWNER'S ASSOCIATION
STRONGSVILLE, OHIO**



Woodside Crossing Phase 1 and 2

RULES, INFORMATION,
RESTATED DECLARATIONS AND BYLAWS
REVISED MARCH, 2007

RULES, INFORMATION, CCR's & BYLAWS

TABLE OF CONTENTS

	<u>Page</u>
<u>Part One: Rules and Regulations</u>	
Introduction	1-2
I. Association (HOA)/Homeowner Responsibilities	3
II. Architectural Review Committee	4
III. Landscaping	5
IV. Snowplowing	5
V. Pets	6
VI. Nuisances	6
VII. Tents, Temporary Structures	7
VIII. Sale of Units	7
IX. Leasing of Unit	8
X. Lot and Unit	8
XI. Assessments and Collection Policy / Procedure	9
XII. Enforcement / Assessments	10
XIII. Forms, Exhibits and Specific Procedures	11
Interior Water Damage	12
Architectural Request Form	13
Waiver and Release for Satellite Dish Installation	14
Certificate of Compliance of Assessments with Respect to the Resale of a Living Unit	15
Channels of Communication/Complaint Procedure	16
Enforcement Procedure	17-18
Maintenance / Complaint Request	19
XIV. Typical HOA Board & Officer Job Descriptions	20
XV. Map of the Association	21
<u>Part Two. Restated Declarations and Bylaws</u>	

INTRODUCTION

Woodside Crossing is comprised of 52 single-family dwellings in a cluster development joined together through a HomeOwners Association. This community is situated in Strongsville, OH, off of Ellsworth Ave., and consists of Woodside Crossing North and South. We are a planned unit development (P.U.D.) and owners own the structure and ground below it. We are not a condominium. The first units on Woodside Crossing South were constructed in late 1995.

Our community is served by the Strongsville Police and Fire Departments, and the Strongsville branch of the U.S. Postal Service. Each Unit, Lot and Common Property is subject to Ordinances of the City of Strongsville, and shall at all times conform to them.

As a private non-profit Ohio Corporation in the State of Ohio, we are governed by our own Declaration of Covenants, Conditions and Restrictions, our Bylaws (which you should have a copy) and Ohio House Bill 135 effective July 20, 2004. All Lots within the Woodside Crossing HOA are also automatically a member of the MASTER ASSOCIATION of THE WOODS OF STRONGSVILLE HOA. There is an annual assessment for this Association. Any time there is an absence or question about a Woodside Crossing Rule or Regulation, the Woodside Crossing HOA reverts back to THE WOODS HOA Covenants & Restrictions. You should have a copy of the Woods Declarations.

The reasons all HOAs have Rules and Regulations are:

1. To insure the expected quality of life (animal control, noise control, etc.) is maintained. We live in very close proximity to each other and must have fairly comprehensive yet reasonable rules of conduct.
2. To protect our investment, i.e. to prevent the loss of property values through maintenance neglect, unsuitable additions, structure changes and other "eyesores".
3. To Maintain the Ambiance and Esthetics we purchased. For example, our doors and shutters are a specific color – shade of green, which can not be changed by an individual owner.

The Board of Directors has a legal and fiduciary responsibility to enforce these rules and regulations, and to use the maintenance fees collected for this purpose in the most efficient and effective manner. When available Board Members attend a variety of seminars related to HOA Managements.

We elect a Board of Directors, which is composed of three (3) unit owners, each serving a two-year term. The Board then elects their own officers, i.e. President, Treasurer, Secretary. The Board may also select unit owners as assistants and to other positions, committees, etc. The Board manages affairs on the behalf of all unit owners, and meets periodically as needed, usually 4-6 times per year. Section XIV and the Bylaws contain the position descriptions of your officers.

We have one (1) Home Owners Association meeting per year, usually in April. At the Annual Meeting members may elect representatives to the Board of Directors. They may also express concerns and make suggestions for improving our environment.

Our part-time Service Manager is also a homeowner. The Service Manager has the following duties:

1. Periodically inspects the exterior of the units and the grounds including the common grounds.
2. Finds, selects, monitors and evaluates repair and ongoing landscaping maintenance and snow removal contractors as approved by the Board of Directors.
3. Receives and responds to external maintenance requests, see Sec. XIII for the form. Section One of this booklet will define what the HOA is responsible for.
4. As time permits, performs minor repairs. On a voluntary basis he or she may perform repairs and maintenance activities on a fee basis for maintenance that is the owner's responsibility.
5. Advises the Board of Directors regarding all maintenance requirements including potential maintenance problems.
6. Attends appropriate training seminars

Additional information on the structure of our Association is contained in the Woodside Crossing Declaration of Covenants, Conditions and Restrictions and By Laws recorded in Cuyahoga County and reproduced in Part II of this booklet. Copies of these documents must be obtained at the time of purchasing your home from the seller in accordance with Ohio Disclosure Laws.

See the insert for the current Board Members and Service Manager. The insert also states the current maintenance fees.

The mailing address for our HOA is:

Woodside Crossing HOA
PO Box 361634
Strongsville, Ohio 44136

I. HOA – Homeowner Responsibilities

ASSOCIATION'S RESPONSIBILITIES *

1. Landscaping Maintenance including mowing, fertilizing, mulching, aeration, etc. Tree trimming, tree treatment, removal in common areas, shrubs & bushes planted by builder
2. Snow removal at 2 inches - driveway and front walk
3. Garage, Moldings, Trim
4. Brick Work
5. Roof repair, maintenance & replacement
6. Driveway, sidewalk, patio (builder's)
7. Siding – repair, replacement, cleaning and painting
8. Repair & replacement of light sensors
9. Gutter Cleaning
10. Painting of all exterior surfaces
11. Backyard Water Faucet Valve
12. Annual Spraying Bees/Wasps
13. Outside Wiring
14. Fence Maintenance

*Responsibility for the maintenance and repair of doors, windows and garage doors was designated as a Homeowners responsibility pursuant to a letter from Kaman & Cusimano, Attorneys At Law, Dec 16, 2005. The HOA must paint the exterior surfaces.

HOMEOWNER'S RESPONSIBILITY **

1. Cleaning windows (inside & out)
2. Private pots, flowers
3. Interior Decorating and repair
4. Interior Appliances
5. **Replacement of outside light bulbs**
6. Garage Door Opener & Springs, motor & portable sensors
7. Doors, Windows
8. Garage Door
9. All interior plumbing and electrical
10. Fireplace Logs – Gas & Wood
11. Inside Garage Water Faucet Valve
12. Interior Carpet Cleaning
13. Furniture Replacement
14. Additions – all maintenance
15. Bees/Wasps – Interior
16. Screens – repair
17. Driveway Stains
18. Watering grass / plants

** “As the Homeowner owns the entire home, the owner is responsible for everything that makes up the home, inside and out except where the declarations explicitly states otherwise”.

-Kaman & Cusimano.

The HOA is responsible to repair the roof leaks but not the interior damage, see appendix XIII “Interior water damages”.

II. Architectural Review Committee

In order to create uniformity, preserve the integrity, and establish common guidelines and standards for improvement projects within Woodside Crossing, the following rules apply to all external modifications.

1. A written request with supporting, detailed information and drawings for any type of modification, installation, or addition to the exterior of a unit must be submitted to the Architectural Review Committee for review. Written approval must be obtained from the Architectural Review Committee prior to the initiation of any project. Failure to receive prior written approval may result in removal of an unapproved item. In addition, The City of Strongsville building permit office requires HOA Board approval.
2. Installation of replacement garage door(s), windows, and/or entrance door(s), which do not conform to existing design, must have prior, written approval from the Architectural Review Committee. Prior approval must also be obtained before the installation of a Storm/Screen door at an entrance door. Security Screen Doors and bars on the windows are not allowed.
3. Canopies, Attached Awnings, and Enclosed Patios
 1. No wall or other structure shall be erected, constructed, placed, added to, deleted from, changed or remodeled, or permitted to remain except in strict accordance with plans, specifications, and drawings previously approved in writing by the Architectural Review Committee.
 2. Requests to build or purchase a canopy, attached awning, or enclosed patio must be approved in writing by the Architectural Review Committee. All Canopies and awnings must be green and/or white in color to match units. Roofs over any patio room must match the roof of the original Unit.
 3. Any damage to the existing unit from the canopy, attached awning, or enclosed patio is the complete responsibility of the unit owner.

Review and approval of any application pursuant to the above shall be made on the basis of aesthetic considerations only, and neither the Association, Board of Directors, nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity, or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. The Association, Board of Directors, nor the Architectural Review Committee, nor any member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any dwelling structure.

III. Landscaping

1. Homeowners are prohibited from changing, adding, or removing any healthy shrubbery or trees without the prior, written approval of the Architectural Review Committee.
2. Changes to the exterior of a unit that utilizes railroad ties, landscaping timbers, bricks, rocks and/or such items as shrub bed enclosures are prohibited without prior, written approval from the Architectural Committee. No borders are permitted in front lawns or flowerbeds located in the front lawns.
3. The flowerbeds located in the front lawn may not be altered in size or shape.
4. **Rear Flowerbeds**
Each homeowner may plant any variety of plants in their rear flowerbeds. Each owner is responsible for maintaining his/her own rear flowerbeds. Alterations of shape or size of rear flowerbeds must be first approved by the Architectural Review Committee.
5. **Do Not Cut Down Any Trees**, contact the Service Manager if you have problems.

THE ASSOCIATION, AT THE EXPENSE OF THE UNIT OWNER, MAY REMOVE ANY UNAUTHORIZED CHANGES MADE TO THE LANDSCAPE.

IV. Snow Removal

1. The Association is responsible for reasonable snow removal on driveways, guest parking areas, sidewalks and mailbox area up to the front door for snowfall over two (2) inches. Homeowners are responsible for snow removal from patios and extended sidewalks from the front door to the patio.
2. Unit owners must not give instructions to any service contractor (landscaper, lawn care person, or snow plow operator) who has been hired by the Association. This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure the contractor is performing the work in accordance with the contractual agreement. All service contractor requests or complaints must be submitted to the Service Manager in writing. See Section XIII for the maintenance form request.

V. Pets

1. No Animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept within a unit, subplot, or common areas, except that dogs, cats, birds, and other customary household pets, provided they are not kept, bred, or maintained for any commercial purpose.
2. No more than two (2) pets per unit are permitted, and are at all times kept confined indoors.
3. Pets must be leashed at all times when outside of a unit.
4. Pets are prohibited from being housed outside a unit. A cat or dog may occasionally be kept outdoors, provided the pet does not disturb any other owner of a unit.
5. Pet owners are responsible for immediate and complete cleanup after pets, and are responsible for any and all damage caused by their pets.

VI. Nuisances

1. No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the property (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other owners. The Board shall have absolute power to determine what is "reasonable". No person shall own or permit hazardous material or anything which will increase or cause the cancellation of insurance.
2. No device or any other thing shall be kept on any portion of the Woodside Crossing area that might disturb the peace, quiet, safety, comfort, or serenity of the residents or surrounding property owners.
3. Loud music emitted from automobile or household stereo systems that disturbs occupants of surrounding households is prohibited.
4. Littering is prohibited.
5. Guest parking is not to be used as a permanent parking spot for residents. This is to be used for "temporary" guest parking only.

VII. Tents, Temporary Structures

1. All tents, utility sheds, shacks, trailers, or other structures of temporary nature are prohibited. Outside storage or property (including, but not limited to tools, toys, lumber, debris, trash, paper, bottles, and cans) is prohibited.

VIII. Sale of Units

1. Owners are required to notify the Board, in writing, of any change in occupancy thirty (30) days prior to such change.
2. After a unit is sold, the owner or real estate agent must notify the Board to make arrangements for maintenance fee update information.
3. The seller is responsible for providing copies of the Declaration of Covenants, Conditions, and Restrictions and By Laws and copies of Rules and Information to the buyer.
4. A "For Sale" sign is permitted within the subplot of the unit being sold but no larger than six (6) feet square.
5. The following may be a useful check list for you, your real estate agent and buyer.
 1. Woodside Crossing is a Planned Unit Development or Home Owners' Association (P.U.D.), NOT a condominium. Each owner owns the structure and ground below it, but not the "common ground". This is why the HOA receives and pays real estate taxes on the common ground. Owners own their "lots", and the lot is defined by the "covenants", and in our case, this means the land immediately beneath the structure. While we have exclusive use of each patio, we do not own the land beneath it.
 2. The units cannot be rented or leased.
 3. We are part of a master association, The Woods of Strongsville.
 4. The owner and not the HOA board, has the obligation to provide the new buyer with the original CCR's, amendments, by-laws, and rules. If you do not have a copy, the HOA secretary will provide copies at cost.
 5. Smart buyers and agents will ask, but under the new 2004 Ohio Disclosure Laws, YOU, not the HOA board, must reveal any anticipated assessments and the financial condition of the HOA, including the adequacy of Reserve Funds.
 6. While the new Ohio Revised Code 5311 was written for condominiums, our legal counsel has advised us the courts can and probably will apply it to HOA's as well. In fact, at the writing of this booklet, an identical code is going through the Ohio Legislature.
 7. Please notify the secretary regarding the name of the new owner and date of sale.

IX. Leasing of Units

1. Leasing is NOT permitted. The Master Association – The Woods of Strongsville, states the following regarding leasing, see section 17 of their Declarations dated March 1, 2004.
 - A. No unit shall be leased by a unit owner to others as a regular practice of business, speculative investment, or other similar purpose.
 - B. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to specified renter for a period not less than four (4) consecutive months, nor more than a total of twenty-four (24) consecutive months.
 - C. All leases shall be subject to the rules, covenants, and restrictions of THE WOODS HOMEOWNERS ASSOCIATION COVENANTS & RESTRICTIONS and permission to lease must be submitted to both “The Woods” & Woodside Crossing HOA Boards.
 - D. All leases shall be approved by the Board of Directors thirty (30) days before the Unit is occupied, and shall contain an addendum prepared by the Association specifying certain restrictions, which are to be made part of the lease.
 - E. This restriction on leasing shall not apply to an Owner’s “Family Members” who are defined as the Owner’s spouse, former spouse, children, grandchildren, parents, grandparents, adopted children, step-children, step-parents, natural siblings (brothers & sisters) and parents of adopted children.
 - F. Under circumstances where renting is allowed, units shall be leased in their entirety. The leasing of only part of a Unit is prohibited.

X. Lot and Unit

1. Each lot and unit shall be used exclusively for single family residence.
2. Sexual Predator Occupancy Restriction
On June 2, 2005, our Declarations were amended and recorded on June 20, 2005 to wit, Article VI, Sec 17 “Occupancy Restriction” which states a registered sexual predator – or a habitual cannot reside and/or occupy a unit for any length of time.
3. No trade business, or occupation of any kind shall be conducted, maintained, or permitted on any part of the properties, provided, however, an occupant of a unit may use a portion thereof for the occupant’s office, as long as the activities do not interfere with the enjoyment or comfort of the owner of any other unit.
4. No unlawful use shall be made of any property.

5. No boats, motor homes, commercial trucks, or any other commercial or recreational vehicles shall be parked on the street or in any parking area. (These vehicles may be kept in your garage.)
6. No window air conditioners are permitted.
7. Exterior antennas (i.e. satellite dishes) must be approved by the Architectural Review Committee.
8. Garage doors shall be kept closed at all times when not in use.
9. Privacy fences are the property of the Association, and shall be maintained by same.
10. The Association, not the individual owner, shall be responsible for the repair and maintenance and costs of repairing, maintaining, and replacing the exterior roofing, siding, and trim of each unit unless the necessity of such repair or replacements is caused by a fire or other casualty insured or insurable. In addition, the Association shall maintain the exterior of each unit in the manner in which others on the properties are maintained, including periodic painting of the same color.
11. Each owner shall maintain and keep in full force and effect the following insurance: (a) adequate liability insurance covering such owner's unit and lot (b) fire, extended coverage, vandalism, and malicious mischief, "all risk" insurance and any other types of hazard insurance coverage on such owners unit as may be designated from time to time in rules adopted by the Association. The casualty insurance shall be in the amount of the full replacement cost of each unit (excluding excavation and foundation costs), and shall have an agreed Amount Endorsement to avoid a co-insurance penalty.
 - A. A copy of an Insurance Policy for each Unit must be sent to the Secretary of The Homeowners' Association annually.
12. The Association shall pay for the insurance, taxes, and assessments for the common properties.
13. Owners are responsible for snow removal on extended sidewalks beyond the front door and patios.
14. Owners are responsible for the maintenance of rear flower beds.

XI. Assessments and Collection Policy / Procedure

There are two kinds of assessments, a monthly maintenance fee and a possible special assessment for unexpected capital improvements or for repairs for which there are insufficient reserve funds.

1. The annual assessment of all lots within the Woodside Crossing Homeowners Association is listed on the insert giving the names of current Board Members. The assessment is collected in monthly installments payable by the first of each month. (At least \$20 of this assessment has been mandated to be put into an Escrow Account for major improvements – not to be used for monthly operating expenses.) Any other excess after expenses, will be deposited into the Escrow Account also. Our Declarations prohibit yearly assessments of more than 30% of the previous year's amount. In addition, only one special assessment per year can be instituted for major under-funded capital repairs.

The Board of Directors has printed monthly coupons to correspond with the payments. Payments and coupons are to be mailed to P.O. Box 361634, Strongsville, OH 44136.

2. If any assessment is not paid on the first of the month, then such assessment shall become delinquent (as of the 15th). Delinquent assessments shall be subject to an administration fee of \$20.00 per month or higher as determined by the Board.
3. Failure to pay assessments and late fees may result in the Association foreclosing a lien against the Homeowner's property. All legal and court fees shall be the Homeowner's responsibility as well.
 - a. 2 months late: Registered letter to Homeowner
 - b. 3 months late: Lien filed against Homeowner's property
 - c. 5 months late: Foreclosure proceedings begin
4. The Board will determine when and if a special assessment is needed.
5. In addition, the Master Association has an annual fee.

XII. Enforcement/Assessments

VOLUNTARY COMPLIANCE OF THE RULES IS EXPECTED.

1. The unit owner shall be responsible for any violation of the Declaration of Covenants, Conditions, and Restrictions and Bylaws and Rules and Information by the unit owner, guests, or occupants.
2. A rule violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the responsible unit owner.
4. The Woodside Crossing Declaration of Covenants, Conditions, and Restrictions and bylaws, The Woods of Strongsville (Master Association) and Ohio House Bill 135 have overriding authority if the rules do not specifically cover a particular situation under the "Rules and Information".

XIII. Forms, Exhibits and Procedures

Please familiarize yourself with the following forms, which we have for planned community living:

1. INTERIOR WATER DAMAGE
2. ARCHITECTURAL REQUEST FORM
3. SATELLITE DISH POLICY WAIVER AND RELEASE FORM
4. SALE OF HOME FORM
5. CHANNELS OF COMMUNICATION
6. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS
7. COMPLAINT FORM

On behalf of the Association, we hope you enjoy your home in our great community. Our objective is to maintain Woodside Crossing as a desirable place to live, and to maintain and increase the value of your investment. At any time, please submit any general comments, ideas, requests, or complaints to any member of the Board or to the Service Manager.

Interior Water Damages

By: David W. Kaman, Esq.

As a result of either heavy rain or ice and snow build up, an association's roof leaks, causing damage to walls, wallpaper, and carpet. In a separate instance, a pipe leaks in an adjoining or upper level home causing damage to electronics and/or clothing. A common question arises as to the responsibility of the association.

Generally, the association is not responsible for interior damage caused by an accident or act of nature. Since the association did not cause the water line break, the heavy rain or the snow and ice build up, it is not responsible for the interior unit damage. The association is responsible for repairing the roof or common element water line leak while the owner is responsible for interior unit lines, wallpaper, carpet, and personal property. The owner's insurance should cover any damage over his/her deductible.

Responsibility for drywall varies from association to association. Specific language in governing documents determines whether the owner or the association is responsible for the drywall.

*(The law firm of Kaman & Cusimano represents our Association)

Note: Our Declarations do not mention drywall, this is the owner's responsibility.

Woodside Crossing Homeowner's Association

Architectural Request Form

Please furnish the following information and return the completed request form to Management.

- A. Owner's Name _____
- B. Home Phone _____
- C. Address _____
- D. Briefly describe the proposed exterior modification, location of modification and necessary construction materials that are required:

E. Will there be any modifications in the basic utility services or existing structure to accommodate the proposed modification?

	YES	NO		YES	NO
Electric	_____	_____	Gas	_____	_____
Water/Sewer	_____	_____	Telephone	_____	_____
Cable TV	_____	_____	Roof	_____	_____
Siding	_____	_____	Patio (concrete)	_____	_____
Sidewalk	_____	_____	Patio Fence	_____	_____

F. If you answered YES to any question above, please explain in detail:

G. Please attach a sketch of the modification, along with measurements.

Woodside Crossing Homeowner's Association

Waiver and Release for Satellite Dish Installation

We, _____, the owner(s) of the unit located at _____ will comply with all of the Woodside Crossing Association's rules for installing, maintaining, using and removing the satellite dish and any structures, fixtures or materials associated with the dish. We assume liability for any damages to Association and other owner's property that occurs due to satellite dish installation, maintenance, use, or removal. We shall indemnify, defend, and hold the Association, its Board Members, Manager, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to or that may arise from the installation, maintenance, use or removal of the dish.

We agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish. Such costs include, but are not limited to any and all expenses incurred for moving the dish on a temporary basis to enable the Association to maintain property for which it is responsible.

UNIT OWNER SIGNATURE

DATE

UNIT OWNER SIGNATURE

DATE

**CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS WITH
RESPECT TO THE RESALE OF A LIVING UNIT IN WOODSIDE CROSSING,
A CLUSTER DEVELOPMENT
CITY OF STRONGSVILLE, OHIO**

Woodside Crossing Homeowner's Association, a non-profit Association created to govern, operate, control and administer the "Areas of Common Responsibility" for Woodside Crossing, a Cluster Development, City of Strongsville, Ohio, and to supervise and enforce the Declaration of Covenants, Conditions, and bylaws for Woodside Crossing (the "Declaration") hereby certifies as follows:

1. The Association has received notice of a proposed sale of Living Unit No. _____ located at _____, City of Strongsville, Ohio.
2. The proposed purchaser of the Living Unit is: _____
3. The owner(s) of the Living Unit (is) (are): _____
4. The Association has no record of a violation of the Covenants, Conditions, and bylaws and Rules except _____ (if none, write "None").
5. The current annual assessment attributable to the Living Unit is \$_____
6. The assessments are payable at the rate of \$_____ per month, said assessments being payable through _____200__.

Woodside Crossing Homeowner's Association

By: _____

Date: _____

CHANNELS OF COMMUNICATION

The Board of Trustees consists of three (3) individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making decisions affecting our property. Decisions concerning the property are made during the Board's meetings.

In between Board meetings, the Association relies on the Service Manager to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors, and vendors. If you have any questions or concerns about the maintenance of the property, please direct the matter to the Service Manager in writing (use the Maintenance Form). In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting the Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings.

Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Service Manager.

Again, all communications must be directed through the Service Manager to assure your concerns and questions are properly addressed and answered.

COMPLAINT PROCEDURE

Complaints against anyone violating the rules must be submitted to the Service Manager or a member of the Board in writing, and must contain the date, signature, address, and telephone number of the individual filing the complaint.

ENFORCEMENT PROCEDURE

- A. The owner shall be responsible for any violation of the Declaration, bylaws or Rules by owner, guests, or the occupants, including tenants, of his/her unit.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association governing documents, as the Board, in its sole discretion may determine. The entire cost effectuating a legal remedy to impose compliance, including court costs and attorney fees shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible owner by delivery to the owner's home in person, or by deposit in the U.S. Mail, specifying:
 - a) A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b) A description of the property damage or violation; and
 - c) The amount of the proposed charge and/or enforcement assessment; and
 - d) A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - 2. To request a hearing, the owner must mail or deliver a written "Request for Hearing" notice in the form attached which must be received by the Board not later than the tenth day after receiving the notice required by Item E-1 above.
 - a) If an owner timely requests a hearing, at least seven days prior to hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then right to that hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed; and

- b) At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
3. * The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

TYPICAL HOA BOARD & OFFICER JOB DESCRIPTIONS

BOARD

- Not paid for serving on the Board or being an officer
- Study the HOA documents
- Hold regular meetings
- Establish goals
- Establish the budget and amount of maintenance fees
- Establish reserves
- Determine maintenance priorities
- Periodic inspection of outside contractor performance
- Be familiar with operational procedures and job descriptions
- Determine who will work for the Association
- Periodically inspect the property, concern themselves with the image of the property
- Act in a manner to protect, preserve and enhance the property
- Communicate with the owners
- Resales: Preparation and processing of transfer information
- Special mailings and photocopying
- Specification/bid preparation and coordination
- EMERGENCY 24 hour answering service
- Service requests: recording, processing and follow-up
- Rules and regulations enforcement by follow-up
- General correspondence
- Insurance: Bid preparation, claim follow through and coordination

PRESIDENT

- Dual position of board member and chief executive officer
- Execute major legal documents/contracts
- Establish meeting dates
- Define agenda
- Chair board meetings/bring matters to a vote/limit discussion

SECRETARY

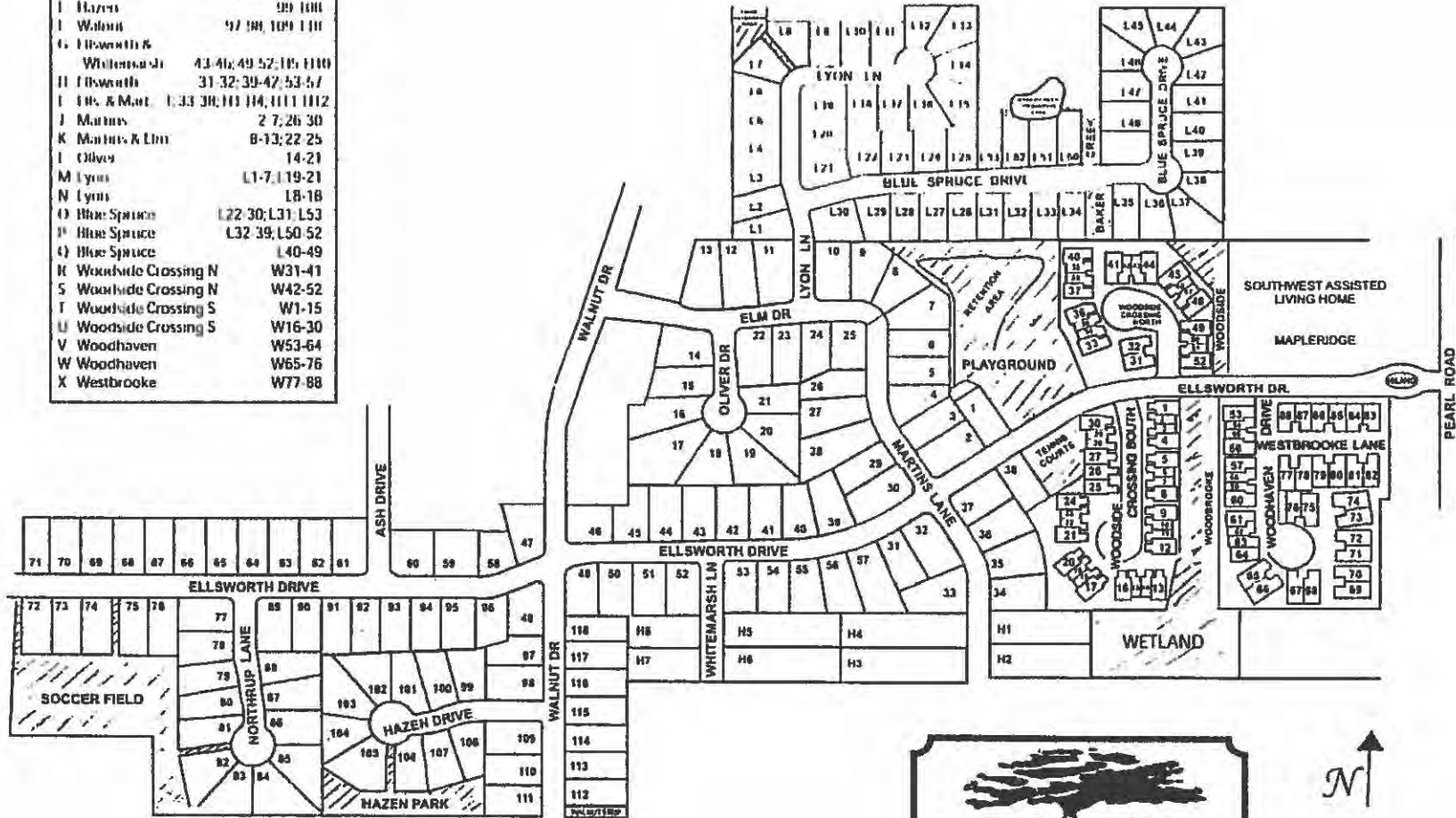
- Verify proper notice of meetings and a quorum
- Take minutes or directly supervise recording secretary
- Make certain minutes are duly approved
- Periodic building/amenity inspection report
- Oversee newsletter
- Oversee legal documents such as bids, contracts
- Oversee membership rolls
- Coordination of annual meetings
- Type agenda for meetings
- Records and files maintenance

TREASURER

- Regularly compare amounts paid to invoices
- Regularly verify status of association funds
- Keep financial and accounting records
- Investment of funds
- Collection of delinquent accounts
- Timely filing of all tax returns
- Fiscal/Financial
 - Assessment collections and deposit funds
 - Bill approval
 - Check preparation and mailing
 - Monthly financial report preparation
 - Proposed budget preparation
 - Reserve analysis (Long range planning)
 - Assist accountant in preparation of taxes

Note: All Board Members attend available seminars regarding HOA Management.

BLOCK	PARCELS
A Ellsworth	67-76
B Northrup	77-80
C Ellsworth	81-86, 89-92
D Ellsworth	97-100, 103-106
E Hazen	99-108
F Walnut	97-98, 109-110
G Ellsworth & Whitenside	43-46, 49-52, 105-110
H Ellsworth	31-32, 39-42, 53-57
I Elm & Mart	1-33, 39, 113-114, 111-112
J Martins	2, 7, 26-30
K Martins & Elm	8-13, 22-25
L Oliver	14-21
M Lyon	L1-7, L19-21
N Lyon	L8-18
O Blue Spruce	L22-30, L31-35
P Blue Spruce	L32-39, L50-52
Q Blue Spruce	L40-49
R Woodside Crossing N	W31-41
S Woodside Crossing N	W42-52
T Woodside Crossing S	W1-15
U Woodside Crossing S	W16-30
V Woodhaven	W53-64
W Woodhaven	W65-76
X Westbrooke	W77-88



HOMEOWNERS ASSOCIATION
 PO BOX 381882 • Strongsville OH 44136-8818 • 441.346.8445

PART 2

COPY

RESTATED

DECLARATION OF COVENANTS, CONDITIONS,

AND RESTRICTIONS

OF

WOODSIDE CROSSING HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WOODSIDE CROSSING HOMEOWNERS ASSOCIATION RECORDED AT VOLUME 94-00029, PAGE 33 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

INTRODUCTION

WHEREAS, This Restated Declaration of Covenants, Conditions, and Restrictions of Woodside Crossing Homeowners Association ("Restated Declaration") incorporates the Original Declaration, as recorded on January 3, 1994, at Volume 94-00029, Page 33 et seq. ("Original Declaration"), the First Amendment to the Original Declaration recorded on November 7, 1996, at Volume 96-11082, Page 46 et seq. ("1996 Amendment"), the Amendments to the Original Declaration recorded on January 22, 1999, at Instrument No. 199901220100 ("1999 Amendments") and the Amendment to the Declaration recorded on June 20, 2005, at Instrument No. 200506200225 ("2005 Amendment"). The result is a single text that is written though as if the text of the Original Declaration, the 1996 Amendment, the 1999 Amendments and the 2005 Amendment had been included in the Original Declaration.


WHEREAS, This Restated Declaration has been prepared at the direction of Woodside Crossing Homeowners' Association ("Association") for the convenience of the Owners as well as for prospective purchasers of Units within Woodside Crossing. Except for Exhibit B, Exhibit A to the Declaration is not included in the Restated Declaration. All other Exhibits are available for review at the Cuyahoga County Recorder's Office.

WHEREAS, Owners and prospective Owners are reminded that this Restated Declaration does not materially amend the Original Declaration and all recorded Amendments thereto. The Original Declaration and all recorded Amendments thereto are available for review at the Cuyahoga County Recorder's Office. Any inconsistency between the Original Declaration and Amendments thereto, and this Restated Declaration shall be resolved in favor of the Original Declaration and Amendments thereto.

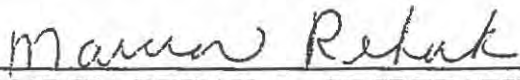
NOW THEREFORE, the Restated Declaration of Covenants, Conditions, and Restrictions of Woodside Crossing Homeowners Association is attached hereto as if fully re-written herein.

IN WITNESS WHEREOF, the Woodside Crossing Homeowners' Association, an Ohio non-profit corporation, has executed this instrument by its authorized officers, on this 1 day of March, 2007.

WOODSIDE CROSSING HOMEOWNERS' ASSOCIATION



PAUL DIEGELMAN, its PRESIDENT



MARCIA REHAK, its SECRETARY

STATE OF OHIO)
COUNTY OF Cuyahoga) SS:

Before me, a Notary Public, in and for such County and State, personally appeared the above-named WOODSIDE CROSSING HOMEOWNERS' ASSOCIATION, by PAUL DIEGELMAN, its President, and MARCIA REHAK, its Secretary, respectively, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of such corporation, and the free act and deed of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 1st day of March, 2007.

Roxanne Zdanski
NOTARY PUBLIC



ROXANNE ZDANSKI, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires Aug. 22, 2010

This Instrument Prepared By:
Kaman & Cusimano, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Definitions	2
II. Rights and Duties	3
Section 1. Owners Easements of Enjoyment	3
Section 2. Delegation of Use	3
Section 3. Title to Common Properties; Duty to Maintain	4
Section 4. Declarant's Duty to Maintain Common Properties and Storm Sewers and Swales	4
Section 5. City's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales	4
Section 6. Association's Duty to Maintain Common Properties and Storm Sewer Swales	4
Section 7. Association's Duty to Maintain Exterior of Units	4
Section 8. Association's Duty to Insure and Pay Taxes	5
Section 9. Owner's Duty to Insure	5
Section 10. Extension of Privileges	5
Section 11. Parking and Driveway Rights	6
Section 12. Master Declaration	6
III. Party Walls	7
Section 1. General Rules of Law to Apply	7
Section 2. Use	7
Section 3. Sharing of Repair and Maintenance	7
Section 4. Destruction by Fire or Other Casualty	7
Section 5. Weatherproofing	7
Section 6. Right to Contribution Runs with Land	7
Section 7. Arbitration	7
Section 8. Application	8
IV. Membership and Voting Rights	8
Section 1. Membership	8
Section 2. Voting Rights	8
Section 3. Articles and Bylaws of the Association	8

<u>Article</u>		<u>Page</u>
V.	Assessments	8
	Section 1. Creation of the Lien and Personal Obligation of Assessments	9
	Section 2. Purpose of Assessments	9
	Section 3. Basis of Annual Assessments	9
	Section 4. Special Assessments for Capital Improvements	9
	Section 5. Uniform Rate of Assessment	10
	Section 6. Date of Commencement of Annual Assessments; Due Dates	10
	Section 7. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association	10
	Section 8. Subordination of the Lien to Mortgagees	11
	Section 9. Exempt Property	11
VI.	Architectural Control and Restrictions	11
	Section 1. Architectural Control	11
	Section 2. Conformity with Law	12
	Section 3. Residential Use	12
	Section 4. Change in Lots or Units	12
	Section 5. Nuisance	12
	Section 6. Storage	12
	Section 7. Exterior Alterations	12
	Section 8. Signs	13
	Section 9. Patios	13
	Section 10. Animals	13
	Section 11. Easement Areas	13
	Section 12. Vehicles	13
	Section 13. Hazardous Use	13
	Section 14. Air Conditioners and Antennas	13
	Section 15. Garage Door	14
	Section 16. Violation of Declaration	14

<u>Article</u>		<u>Page</u>
VII.	General Provisions	14
	Section 1. Enforcement	14
	Section 2. Severability	14
	Section 3. Notices	14
	Section 4. Duration	14
	Section 5. Amendments	15
	Section 6. Special Amendment	15
	Section 7. Binding Effect	16
	Section 8. Assignability	16
VIII.	Dedication of Common Areas	16

EXHIBITS:

Exhibit A	Plat Maps	
Exhibit B	Legal Description of Properties	

RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF WOODSIDE CROSSING HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, THE WOODS OF STRONGSVILLE BUILDING COMPANY, an Ohio corporation, hereinafter referred to as "Declarant," is the Owner of the real property in the City of Strongsville, County of Cuyahoga, State of Ohio, described in Article I, Section 1(c) of this Declaration, and created thereon a residential community with open spaces and other common areas and facilities, and to this end, subjected said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, for the benefit of said property and each Owner thereof; and

WHEREAS, Declarant deemed it desirable for the efficient preservation of the values and amenities in said community to create a homeowners' association that was and is delegated and assigned the powers of maintaining and administering the Common Properties defined in Article I, Section 1(g), and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has been incorporated for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Declarant's previous declaration that the real property described in Article I, Section 1(c) (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further specification that this Declaration shall constitute covenants running with the land and shall be binding upon Declarant and the Association and their successors and assigns and all other Owners of any part of said real property, together with their grantees, transferees, successors, heirs, executors, administrators, devisees, lessees or assigns remains in full force and effect.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association" shall mean and refer to Woodside Crossing Homeowners Association, a non-profit Ohio corporation, its successors and assigns.

(b) "City" shall mean and refer to the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to this Declaration that the "City" is a third party beneficiary to these covenants and restrictions and has the same authority to administer and enforce these covenants and restrictions as they relate to the Common Properties, storm sewers, and swales, as more fully set out herein, as does the Association or Declarant.

(c) "Properties" shall mean and refer to the real property shown in Exhibit "A" attached hereto and made a part hereof and described in Exhibit "B" attached hereto and made a part hereof.

(d) "Lot" shall mean and refer to any parcel created within the Properties as shown in Exhibit "A" attached hereto upon which a Unit is constructed or is intended to be constructed; provided.

(e) "Unit" shall mean and refer to an individual dwelling providing separate and complete living, cooking, sleeping, bathing and toilet facilities for one family.

(f) "Building" shall mean and refer to each structure comprised of attached Units erected on the Lots within the Properties.

(g) "Common Properties" shall mean and refer to the real property devoted to the common use and enjoyment of the Owners, which may be improved with driveways, private streets, storm sewers, swales, landscaping, open spaces and any other improvements intended for the common use and enjoyment of the Owners, and shall consist of all the land shown on the plat of Woodside Crossing with the exception of the Lots and dedicated streets shown thereon.

(h) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any supplements or amendments hereto.

(i) "Declarant" shall mean and refer to The Woods of Strongsville Building company, an Ohio corporation, and any successor(s) who stands in the same relation to

the Properties as The Woods of Strongsville Building Company does upon execution hereof.

(j) "Member" shall mean and refer to all who are members of the Association as provided in Article IV, Section 1 hereunder.

(k) "Owner" shall mean and refer to the record titleholder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

(l) "Bylaws" shall mean the Bylaws of the Association, as the same may from time to time be modified, amended or supplemented.

ARTICLE II

RIGHTS AND DUTIES

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement in, to and over the Common Properties (including, without limitation, the right of ingress, egress, access and passage to, from and over all portions of the Common Properties) which right and easement shall be perpetual and non-exclusive and shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

(b) the Declarant reserves the right and easement to go upon all portions of the Properties (including the inside of a Unit provided that reasonable oral notice is given) for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Properties or any Building or Unit.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties to the members of his family, his tenants, or contract purchasers who reside in such Owner's Unit; subject, however, to such rules and regulations as may be adopted by the Association.

Section 3. Title to Common Properties; Duty to Maintain. Declarant conveyed the legal title to the Common Properties to the Association on December 26, 1997.

Section 4. Declarant's Duty to Maintain Common Properties and Storm Sewers and Swales. Declarant had the duty to maintain the Common Properties, storm sewers, and swales until such time as such improvements were installed, completed, and paid for in full on any portion of the Common Properties and such portion was turned over to the Association. Maintenance included, but was not limited to, painting, repairing, replacing, and caring for all appurtenances, exterior building surfaces, trees, shrubs grass areas, driveways, walls, concrete and other improvements in and/or on the Common Properties, storm sewers, and swales.

Section 5. City's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales. The City, as a third party beneficiary, may - although under no obligation or duty to do so - compel compliance with Section 4 or 6 of this Article as the city deems necessary by court action or any other means.

Notwithstanding anything in these covenants and restrictions to the contrary, the duties and obligations of either the Declarant or Association, as they relate to the Common Properties and the authority to enforce these duties and obligations, shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

The City, as a third-party beneficiary to these covenants and restrictions and by giving its approval to this document, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law, which requirements shall still be binding upon the land included herein if they are more restrictive than the requirements set out within these covenants and restrictions.

Section 6. Association's Duty to Maintain Common Properties and Storm Sewers and Swales. The Association shall have the same duty to maintain all Common Properties, storm sewers, and swales as did Declarant as set out in Section 4 of this Article. Additionally, the Association shall maintain all private drives, sidewalks, driveways and grass areas within the Properties, except for (a) such maintenance which is provided by any governmental unit, as a result of the payment of taxes, and (b) those grass areas enclosed by fences installed by Owners. Landscape beds planted by Owners on the Lots shall be maintained by the Owners.

Section 7. Association's Duty to Maintain Exterior of Units. The Association, not the individual Owners, shall be responsible for the repair and maintenance and costs of repairing, maintaining and replacing the exterior roofing, siding and trim of each Unit unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to Section 9 of this Article II. In

addition, the Association shall maintain the exterior of each Unit and garage in the manner in which others on the Properties are maintained, including periodic painting of the same color.

Section 8. Association's Duty to Insure and Pay Taxes. The Association shall obtain and maintain all insurance which the Board of Trustees deems necessary or desirable in connection with the Ownership of the Common Properties, including, without limitation, fire and extended coverage insurance on all improvements located on the Common Properties owned by the Association, general public liability insurance and worker's compensation insurance if required under the applicable laws of the State of Ohio. In addition, the Association shall pay all taxes and assessments incidental to the Ownership of the Common Properties.

Section 9. Owner's Duty to Insure. Each Owner shall maintain and keep in full force and effect the following insurance: (a) adequate liability insurance covering such Owner's Unit and Lot; (b) fire, extended coverage, vandalism and malicious mischief, "all risk" insurance and any other types of hazard insurance coverage on such Owner's Unit as may be designated from time to time in rules adopted by the Association. The casualty insurance shall be in the amount of the full replacement cost of such Unit (excluding excavation and foundation costs), and shall have an Agreed Amount Endorsement to avoid a co-insurance penalty.

Each Owner shall provide a copy of the policy required herein before. The policy shall provide that it cannot be cancelled except upon thirty (30) days' written notice to the Association. If any Owner fails to obtain such insurance or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and assess the cost of such payments to the Owner pursuant to Article H, Section 16 of the Declaration as a correction of a violation of this Declaration.

Section 10. Extension of Privileges. A Member's right to enjoyment in the Common Properties shall extend automatically to all his tenants and all members of their immediate families residing on any portion of the Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 1 of this Article II, Declarant, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers and drainage pipes in, over and upon the Common Properties for the purposes of the drainage of surface waters on the Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

Declarant created and granted, and reserved the right in the future to create and grant, easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City. No structures (including but not limited to sidewalks and driveways), planting or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City and which the City has formally undertaken to maintain. The Association and the City shall have the right to enter upon and across the Properties at any place that the Association or the City deems reasonably necessary in order to install or maintain, or to perform any other function or operation in accordance with such easement.

Section 11. Parking and Driveway Rights. Ownership of each Lot shall entitle the Owner to parking for motor vehicles. Parking spaces shall be in the garage adjacent to such Owner's Unit and in the paved area immediately outside and adjacent to the garage which serves as the driveway providing direct access to the garage. Additional guest parking will be provided in designated areas throughout the Properties (See Article VI, Section 12).

Section 12. Master Declaration. The land described in this Declaration is part of a larger development called Drake Estates, which is governed by a Declaration of Covenants and Restrictions recorded at Volume 92-0655, Page 59 of Cuyahoga County Records, as amended by a First Amendment to Declaration of Covenants and Restrictions recorded at Volume 92-10315, Page 5 of Cuyahoga County Records (said Declaration of Covenants and Restrictions, as the same has heretofore been and may hereafter be amended, modified or supplemented, being herein referred to as the "Master Declaration"). Said Master Declaration creates overall common properties, easements and restrictions, affecting the larger parcel known as Drake Estates; provides for administration of the overall common properties by Drake Estates Community Association, Inc., an Ohio non-profit corporation; and imposes assessments upon the Owners for promoting the recreation, health, safety and welfare of the members and for improvement and maintenance of the common property, services and facilities. Each Owner of a Lot in the Properties has the right and is subject to the obligations contained in the Master Declaration. In the event of any conflict between the provisions of the Master Declaration and this Declaration, the Master Declaration shall prevail.

ARTICLE III

PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of the Buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall for the joint use of the respective Owners, their heirs and assigns. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Use. The Owner of Units divided by a party wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erecting tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming said wall.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost or restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. In addition, the Association shall have the authority to restore any such wall and assess the cost to the Owners using such wall.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owners to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 7. Arbitration. All disputes between Owners concerning a party wall shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 8. Application. This Article III shall be deemed to apply to a party wall built in connection with the original construction of two Units and to all extensions and replacements thereof. This Article III shall not apply to any wall built in connection with the original construction of two Units or any extensions and replacements thereof, which wall is not by virtue of such construction intended to be used jointly by the Owners of such Unit.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. Voting Rights. As Declarant no longer has any voting membership, the Association has one class of voting membership:

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Articles and Bylaws of the Association. The Articles of Incorporation and Bylaws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration and as are permitted to be set forth in such Articles and Bylaws by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot on which a Unit has been constructed by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and the costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the property

against which each such assessment is made. Each such assessment, together with such interest and costs of collection as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement, maintenance of the Common Properties and the Lots (see Article II, Section 6 and Article II, Section 7), including snow removal on private drives and for the payment of insurance, taxes and assessments incidental to the Ownership of the Common Properties (see Article II, Section 8).

Section 3. Basis of Annual Assessments. The assessment period shall be based on the calendar year. The Board of Trustees of the Association, after consideration of costs and future needs of the Association, may fix the assessment for any year at a greater or lesser amount, except that no assessment may be increased in an amount over thirty percent (30%) of that of the preceding year without the affirmative vote of fifty-one (51%) of the Members at a meeting held for that purpose in which a quorum is present in person or by proxy.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the Board of Trustees.

For the purposes of new construction of a capital improvement, the Association may levy, in any assessment year, a special assessment in an amount no greater than half of that year's annual assessment per lot. An assessment of any greater amount requires the affirmative vote of seventy-five percent (75%) of the total membership of the association, in person or by proxy at a duly called meeting.

The City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the real property or Lots within the development area on an equitable basis to be determined by the City.

The assessments set out in Sections 3 and 4 above are enforceable as provided by law or under Article V, Section 7 of this Declaration.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. Assessments for a Lot on which a Unit has been constructed within the Properties shall be first payable starting with the transfer of title by Declarant (or the builder constructing the Building, if other than the Declarant) of the first Unit of a completed Building. Where a transfer of title occurs in a Building, the Declarant (or the builder constructing the Building, if other than the Declarant) shall, for that Building only, pay the monthly assessment for each of the other Units within that Building. As title to each other Unit is transferred, the Owner shall then be responsible for the assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot on which a Unit has been constructed at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an annual or special assessment, or installment of an annual special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessments, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorneys' fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be

under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien to any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessment thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the charges, assessments and liens created herein: (a) all Common Properties; (b) all properties to the extent of any easement or other interest therein dedicated to and accepted by the City and devoted to public use; (c) all properties of the City which are exempted from taxation by the laws of the State of Ohio; and (d) Lots or land owned by Declarant except as set out in Section 6 of this Article V to the contrary.

ARTICLE VI

ARCHITECTURAL CONTROL AND RESTRICTIONS

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by Association. Payment for the cost of architectural review fees shall be the responsibility of the applicant. The Board of Trustees shall establish an Architectural Review Committee comprising three (3) members. The Board of Trustees shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and neither the Association, the Board of Trustees nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Trustees, the Architectural Review committee nor members of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any dwelling or other structure.

Section 2. Conformity with Law. Each Lot, Unit and the Common Properties are subject to ordinances of the City and shall at all times conform to them. In addition, no unlawful use shall be made of any property within the Properties.

Section 3. Residential Use. Each Lot and Unit shall be used exclusively for single-family residence purposes, and no trade, business or occupation of any kind shall be conducted, maintained or permitted on any part of the Properties; provided, however, an occupant of a Unit may use a portion thereof for such occupant's office or studio as long as the activities therein do not interfere with the quiet enjoyment or comfort of the Owner or occupant of any other Unit and such use does not result in the Unit becoming principally an office or studio instead of a residence. This restriction shall not apply to Units used as model homes, if any.

Section 4. Change in Lots or Units. No Lot or Unit shall be subdivided, nor enlarged or diminished in size nor shall any Lot be graded or changed, without in each case the approval of the Board of Trustees. No tree shall be killed or destroyed nor shall any tree be removed from any Lot without the written approval of the Board of Trustees. No building, garage, wall or other structure shall be erected, constructed, placed, situated or permitted to remain on any Lot, nor shall the exterior of any such building, garage, wall or other structure be added to, deleted from, changed or remodeled, except in strict accordance with plans, specifications, and drawings previously approved, in writing, by the Board of Trustees and Architectural Review Committee of the Association. This restriction shall not apply to original construction by the Declarant.

Section 5. Nuisance. No noise, vibration or odor, offensive or irritating to a person of ordinary sensibilities, shall originate on and thereafter emanate from any Lot or Unit, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 6. Storage. The outside storage of property (including but not limited to tools, toys, lumber, wood, debris, trash, junk, paper, bottles and cans) is prohibited. Nothing shall be construed to prohibit the reasonable necessary storage on a Lot of building materials during the course of construction of a Unit and garage on a Lot or during the course of remodeling the interior of a Unit on a Lot.

Section 7. Exterior Alterations. The exterior surface and dimensions of each Unit and garage shall not be altered in appearance, building materials or color without approval of the Board of Trustees and Architectural Review Committee. In the event that an Owner undertakes repair or rebuilding of a Unit which is destroyed in whole or in part, the repair or rebuilding shall be in accordance with these standards.

Section 8. Signs. No signs, except "For Sale" signs placed in a window of a Unit or on the front yard adjacent to the driveway shall be permitted on any Lot or Common Properties nor shall any exterior awnings or canopies be permitted, except as approved in writing by the Architectural Review Committee and the Board of Trustees of the Association.

Section 9. Patios. Except in connection with original construction by the Declarant, no person shall construct a patio or otherwise pave, brick or asphalt any exterior surface of a Lot without obtaining the approval of the Board of Trustees and Architectural Review Committee.

Section 10. Animals. No animals are permitted, except pets. The only pets which are permitted are cats and dogs and only such other pets which, by their nature, are at all times kept confined indoors, except a cat and dog may, occasionally, be kept outdoors, provided such pet does not, by barking or otherwise, disturb the Owner or occupant of any other Unit in the Properties. No dog shall be permitted in the Properties which is not on a leash. All pet Owners shall be responsible for collecting and disposing of promptly the waste of their pets. Any damages caused by a pet to property of others or the Association are the responsibility of such pet Owner. The Board of Trustees has the right to amend this section and to provide whatever rules it deems best concerning all pets, including, without limitation, reasonable restrictions on the number of pets permitted in any Unit.

Section 11. Easement Areas. No person shall construct, place upon or plant anything on the surface of any easement which is for the benefit of the Association or anyone to whom an easement may be granted, including but not limited to utility easements, unless approved by the Board of Trustees.

Section 12. Vehicles. No commercial truck, motor home or boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area and kept other than in a garage, except while engaged in transportation to or from a residence or in the event that it is necessary or incidental to the construction or repair of any Building. Each Owner shall be entitled to parking space for vehicles as stated in Article II, Section 11. Any parking of such vehicles may only be in the garage or adjacent space allotted to the Owner's Unit. The rest of the space shall be for the guests of the Owners.

Section 13. Hazardous Use. No person shall own or permit anything which will increase the rate or result in the cancellation of insurance of any other Owner.

Section 14. Air Conditioners and Antennas. No window air conditioners nor exterior antennas of any kind (including, without limitation, satellite dishes) shall be permitted.

Section 15. Garage Door. Garage doors shall be kept closed at all times when not in use.

Section 16. Violation of Declaration. The Association shall have the right to enter upon any property and to correct any violation of this Declaration as it exists or may hereafter be amended. It shall assess the costs of all such corrections or repairs or any related expense, including attorneys' fees, against such Owner. Such expenses and costs shall be added to any other assessment and draw interest at the maximum legal rate beginning with the date the Association notifies such Owner that such expenses and costs are due. All such assessments, charges, dues and expenses and costs shall be chargeable as a lien against the Ownership of the property obligated to pay the same; and in addition thereto, the Association shall have the right to go into any court of equity and, in addition to any claims for damages, require the correction of any violations.

Section 17. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Member or Owner (except the Declarant) under the provisions of this Declaration shall be deemed to have been properly sent when hand-delivered or mailed, 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 delivery or mailing. Any notice required to be sent to the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, by certified mail, return receipt requested, to the Declarant at Suite 102, 18051 Jefferson Park Road, Middleburg Heights, Ohio 44130, or at such other address as the Declarant may from time to time designate by notice to the Association.

Section 4. Duration. This Declaration and the covenants and restrictions contained herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of recording of this Declaration, after which time said covenants and restrictions automatically shall be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of three-quarters (3/4) of the Lots has been recorded, agreeing to terminate said covenants and restrictions. No such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such termination, and unless written notice of the proposed termination is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 5. Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) As title to all of the Common Properties have been conveyed to the Association as provided in Article II, Section 3, Declarant, or Declarant's designated successors or assigns, has no right or power to grant waivers to provisions of this Declaration and amend this Declaration.

(b) An amendment, annulment or waiver or any provision hereof shall have been approved at duly called and held meeting by not less than the affirmative vote of seventy-five percent (75%) of the total membership of the association, in person or by proxy.

(c) In addition to the above, Declarant and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

Section 6. Special Amendment. Declarant and/or the Association shall have the right and power to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration to

correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board of Trustees of the Association to vote in favor of, make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant and/or to the Board of Trustees of the Association to vote in favor or make and record Special Amendments.

Section 7. Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 8. Assignability. Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of Declarant's rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

ARTICLE VIII

DEDICATION OF COMMON AREAS

The Common Properties as designated in Article I, Section 1(g) are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the members of the Association as more fully provided in this Declaration.

EXHIBIT B
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODSIDE CROSSING HOMEOWNERS ASSOCIATION

Legal Description of Properties

Phase I

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being all of Cluster Home B in the Drake Estates S.F.D. and C.D. No. 5A Subdivision, being part of Original Strongsville Township Lot Nos. 59 and 62, as shown by the plat recorded in Volume 257 of Maps, Pages 60 and 61 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Phase II

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being all of Cluster Home A in the Drake Estates S.F.D. and C.D. No. 5A Subdivision, being part of Original Strongsville Township Lot Nos. 59 and 62, as shown by the plat recorded in Volume 257 of Maps, Pages 60 and 61 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

EXHIBIT B

**BYLAWS OF
WOODSIDE CROSSING HOMEOWNERS' ASSOCIATION**

INDEX OF BYLAWS OF
WOODSIDE CROSSING HOMEOWNERS' ASSOCIATION

<u>ARTICLE</u>	<u>HEADING</u>	<u>PAGE</u>
I	DEFINITIONS	1
	Definitions in Articles of Incorporation	1
II	THE ASSOCIATION	1
	Section 1. Name and Nature of Association	1
	Section 2. Membership and Voting Rights	1
	Section 3. Proxies	1
	Section 4. Meeting of Members	2
	(a) Annual Meeting	2
	(b) Special Meeting	2
	(c) Notice of Meetings	2
	(d) Quorum; Adjournment	3
	(e) Order of Business	3
	(f) Action Without a Meeting	3
III	BOARD OF TRUSTEES	4
	Section 1. Number and Qualification	4
	Section 2. Election of Board; Vacancies	4
	Section 3. Term of Office; Resignations	4
	Section 4. Organizational Meeting	5
	Section 5. Regular Meeting	5
	Section 6. Special Meetings	5
	Section 7. Quorum, Adjournment	6
	Section 8. Powers and Duties	6
	Section 9. Removal of Members of Board	6
	Section 10. Fidelity Bonds	6
	Section 11. Actions without a Meeting	6
IV	OFFICERS	7
	Section 1. Election and Designation of Officers	7
	Section 2. Term of Office; Vacancies	7
	Section 3. President	7
	Section 4. Vice President	7
	Section 5. Secretary	7
	Section 6. Treasurer	8
	Section 7. Other Officers	8
	Section 8. Delegation of Authority and Duties	8
	Section 9. Compensation of Officers and Trustees	8

V	APPLICABLE LAWS; PRIORITY OF DOCUMENTS	9
VI	FINANCES OF ASSOCIATION (ASSESSMENTS)	9
	Section 1. Preparation of Estimated Budget	9
	Section 2. Books and Records of Association	10
<u>ARTICLE</u>	<u>HEADING</u>	<u>PAGE</u>
	Section 3. Status of Funds Collected by Association	10
	Section 4. Reserve Fund	10
	Section 5. Lien of Unpaid Assessments -	11
	Interest Charges - Late Payment Charges	
	Section 6. Remedies for Failure to Pay Assessments	11
	Section 7. Statement of Unpaid Assessments	11
VII	AMENDMENT	11

BYLAWS OF
WOODSIDE CROSSING HOMEOWNERS' ASSOCIATION

ARTICLE I

DEFINITIONS

Definitions in Articles of Incorporation.

The definitions set forth in Article I of the Declaration of Easements, Covenants and Restrictions ("Declaration") shall be applicable to the words and terms used in these Bylaws unless expressly otherwise provided herein or unless the context otherwise requires.

ARTICLE II

THE ASSOCIATION

Section 1. Name and Nature of Association.

The Association shall be an Ohio nonprofit corporation called "WOODSIDE CROSSING HOMEOWNERS' ASSOCIATION."

Section 2. Membership and Voting Rights.

The membership of the Association is divided into two Classes namely, Class A Members, and Class B Members. The voting rights for each class of membership is described in the Declaration.

Section 3. Proxies.

Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Each proxy shall be executed in writing by the Member entitled to vote or by his duly authorized attorney-in-fact and filed with the Secretary of the Association.

Section 4. Meeting of Members.

(a) Annual Meeting. The annual meeting of Members of the Association for the election of members of the Board of Trustees of the Association (the "Board") and the transaction of such other business as may properly be brought before such meeting shall be held at such place within five (5) miles of the Properties as may be designated by either the Board or the President and specified in the notice of such meeting, at 8:00 p.m. or at such other time as may be designated by the Board or the President and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held when determined by Declarant, but shall not be later than on the first Tuesday of the fourth month following the end of the first fiscal year of the Association following the date that Declarant shall convey all Lots to Owners, if not a legal holiday, and if a legal holiday, then on the next succeeding business day. Subsequent annual meetings of Members of the Association shall be held on the first Tuesday following the anniversary of the first annual meeting if not a legal holiday, and, if a legal holiday, then the next succeeding business day.

(b) Special Meeting. Special meetings of the Members shall be called upon the written request of the Declarant, the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association, a majority of the members of the Board acting either with or without a meeting, or Members entitled to exercise at least twenty-five percent (25%) of the total voting power of the Association. Upon request in writing for a special meeting delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members such officer shall forthwith cause to be given to the Members entitled thereto notice of a meeting to be held on a date not less than five (5) or more than thirty (30) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after delivery or mailing of such request, the persons calling the meeting may fix the date and place of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at such place on the Properties or off the Properties but within five (5) miles of the Properties as shall be specified in the notice of meeting. No business other than that specified in the call shall be considered at any special meeting.

(c) Notices of Meetings. Not less than five (5) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these

Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. At any meeting of the Members of the Association, the Members of the Association entitled to exercise fifty-one percent (51%) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, by the Articles or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time.

(e) Order of Business. The order of business at all meetings of Members of the Association shall be as follows:

- (i) Calling of meeting to order
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes of preceding meeting
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment or election of inspectors of election
- (vii) Election of members of Board (if applicable)
- (viii) Unfinished and/or old business
- (ix) New business
- (x) Adjournment

(f) Action Without a Meeting. All actions, except the removal of a Board member, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in a writing or writings signed by Unit Owners having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE III

BOARD OF TRUSTEES

Section 1. Number and Qualification.

Until the first annual meeting of Members of the Association, the Board of Trustees shall consist of three persons designated in ARTICLE EIGHTH of the Articles, subject to a vacancy or vacancies being filled by the remaining Trustees as permitted in Section 2 of this ARTICLE III. None of such three persons or their replacements need be Members. At the time of the first annual meeting of Members of the Association the three persons serving as Trustees as provided above shall resign and thereafter the Board of Trustees shall consist of three (3) persons (two of whom must be Members) elected by Members of the Association as provided in Sections 2 and 3 of this Article III.

Section 2. Election of Board; Vacancies.

Board members shall be elected at the annual meeting of Members of the Association or at a special meeting called for such purpose except that prior to the first annual meeting of Members, only the Trustees designated in the Articles or their replacements shall have the right to call such a meeting. At a meeting of Members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations.

Each Board member shall hold office until the annual meeting of the Members of the Association held for the election of his or her position and until his successor is elected, or until his or her earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the Members of the Association called for the purpose of electing the Board, the term of office of one Board member shall be fixed so that such term will expire one year from and after the date of the next following annual

meeting of Members of the Association. The term of office of the remaining two Board members shall be fixed so that such term will expire at the date of the next following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Board member, his or her successor shall be elected to serve for a term of two (2) years. If the number of Board members is increased, such new members shall, also, serve for a term of two years, with their initial terms being similarly staggered. The term (or terms) of the first new members may be less than two years, if necessary, to properly stagger the expiration dates of the members of the Board.

Section 4. Organizational Meeting.

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

Section 5. Regular Meeting.

Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least one such meeting shall be held during each six month period.

Section 6. Special Meetings.

Special meetings of the Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram, telecopy or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum Adjournment.

A quorum of the Board shall consist of a majority of the number of persons then serving as Board members; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties.

Except as otherwise provided by law, the Declaration, the Articles or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Declaration and subject to the limitations prescribed by law, the Declaration, the Articles or these Bylaws, the Board shall have the right to do all things permitted by law and exercise all powers and authority of the Association.

Section 9. Removal of Members of Board.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by vote of the Members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds.

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

Section 11. Actions without a Meeting.

All actions which may be taken at a meeting of the Board may be taken without a meeting with the approval of and in a writing signed by all members of the Board then serving as such.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers.

The Board shall elect a President, a Vice President, a Secretary and a Treasurer. The President shall be a member of the Board, and some or all of the remaining officers may, but need not be members of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who must be Members of the Association. One person may hold more than one office.

Section 2. Term of Office; Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. President.

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

Section 4. Vice President.

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

Section 5. Secretary.

The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board. The Secretary shall keep such books as

may be required by the Board, shall give notices of meetings of Members of the Association and of the Board as required by law, the Declaration or by these Bylaws and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise as provided for in the Declaration or in these Bylaws.

Section 6. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties.

The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance of duties and in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

Section 9. Compensation of Officers and Trustees.

Officers and Trustees shall serve without compensation except that the Association shall reimburse such Officers or Trustees for out-of-pocket expenses incurred in connection with the exercise of their duties hereunder, pursuant to such reasonable rules as the Board may, at its election, adopt.

ARTICLE V

APPLICABLE LAWS; PRIORITY OF DOCUMENTS

- (a) Chapter 1702 of the Ohio Revised Code,
- (b) The Declaration,
- (c) The Articles,
- (d) These Bylaws, and
- (e) Any rules or regulations adopted by the Board

shall be attempted to be interpreted as a harmonious whole, and the Association shall be subject to and governed by all of such laws, documents and rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions, in the law or document first above listed shall be given priority provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 of the Ohio Revised Code and any provisions of any documents or rules, listed later, shall be resolved in favor of the documents or rules listed later.

ARTICLE VI

FINANCES OF ASSOCIATION (ASSESSMENTS)

Section 1. Preparation of Estimated Budget.

At least thirty (30) days before the end of each year, beginning with the first year following the year in which all Lots have been sold by the Declarant, the Board shall estimate the total amount necessary to pay all of the costs and expenses (the "Common Costs") to be incurred by the Association (i) to maintain and repair the property and improvements required to be maintained and repaired by the Association pursuant to the Declaration and (ii) to carry out the obligations and responsibilities of the Association as described in the Declaration. Based upon such estimate, the Board shall fix the annual assessment for the next year. The Association shall notify each Member in writing as to the amount of such assessment. The failure of the Association to comply with the above requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting assessments for Common Costs. Each Member required to pay assessments shall pay to the Association or as it may direct the assessment made pursuant to the Declaration (as the same may be adjusted as provided in the Declaration), except that the Board may elect to collect annual assessments quarterly or monthly, in advance. On or before the date of each annual meeting following the first annual meeting, the Association shall

furnish to all Members an itemized accounting of the Common Costs for the preceding calendar year actually incurred and paid, together with a tabulation of the assessments collected during such calendar year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

Section 2. Books and Records of Association.

The Association shall keep full and correct books of account. The books and records shall be open for inspection by any Member or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing.

Section 3. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein and shall be deemed to be held for the use, benefit and account of all Members required to pay assessments pursuant to the Declaration.

Section 4. Reserve Fund.

The Board shall establish and maintain for the Association a reasonable reserve fund for replacements of Common Properties, exterior walls, roofs and other property required to be maintained, repaired and replaced by the Association, in such amount as the Board may deem necessary. The reserve shall be funded through regular Assessments for Common Costs. Upon the sale of a Lot and/or Unit by any Owner, such Owner shall have no right to any portion of the funds in the reserve account; nor shall such Owner have any claim against the Association with respect thereto. Extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year shall be charged first against the reserve fund. The amount of the reserve fund shall be reviewed annually by the Board.

Section 5. Lien of Unpaid Assessments - Interest Charges - Late Payment Charges.

Unpaid Assessments shall be a lien upon the Lot in the manner specified in the Declaration. The Board may charge interest as provided in the Declaration.

Section 6. Remedies for Failure to Pay Assessments.

The Board and the Declarant shall have all remedies for failure to pay Assessments set forth in the Declaration or available in law or in equity, and each such right in remedy of the Declarant and the Board shall be cumulative and non-exclusive.

Section 7. Statement of Unpaid Assessments.

Upon seven (7) days prior written notice to the Board and upon obtainment of a reasonable fee established by the Board, any Owner or existing or prospective mortgagee shall be furnished a statement of the account of such Owner setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. Any prospective purchaser or mortgagee may rely upon such statement.

ARTICLE VII

AMENDMENT

These Bylaws may be amended, annulled or waived by an instrument in writing at duly called meetings by the affirmative vote of not less than fifty-one percent (51%) of the Association membership present in person or by proxy.