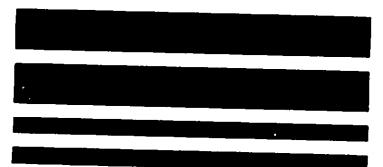


202112100633

AMENDED AND RESTATED
BYLAWS
OF
WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE BYLAWS OF WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 201103170273 AND THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION RECORDED AT VOLUME 98-10281, PAGE 54 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.



AMENDED AND RESTATED
BYLAWS OF
WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION

RECITALS

- A. The Woodside Crossing III Homeowners' Association, Inc. ("Association") was created on or about April 23, 1997, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office.
- B. On or about August 12, 1998, The Woods of Strongsville Building Company, an Ohio corporation ("Declarant"), filed the Declaration of Covenants, Conditions, and Restrictions for Woodside Crossing III Homeowners' Association ("Declaration"), at Cuyahoga County Records, Volume 98-10281, Page 54 et seq.
- C. The Declaration subjected the real estate described in Exhibit B of the Declaration ("Properties") to the easements, covenants, and restrictions contained in the Declaration.
- D. The Woodside Crossing III Homeowners' Association, Inc. ("Association") is a corporation consisting of all Owners in Woodside Crossing III HOA and as such is the representative of all Owners.
- E. On or about March 17, 2011, the Association filed the Bylaws of Woodside Crossing III Homeowners' Association, Inc. ("Original Bylaws") at Cuyahoga County Records, Instrument No. 201103170273.
- F. Bylaws Article VII authorizes amendments to the Bylaws.
- G. A meeting, including any change, adjournment, or continuation of the meeting, of the Association's Owners was held on or about October 16, 2021, and, at the meeting and any adjournment, Owners representing at least 66 2/3 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendment").
- H. Owners representing 81 percent of the Association's voting power have affirmatively consented to or voted in favor of the Amendment and signed powers

of attorney authorizing the Association's officers to execute the Amendment on the Owners' behalf, as documented in the Association's records.

I. The proceedings necessary to amend the Original Bylaws as required by Chapter 5312 of the Ohio Revised Code and the Declaration and Original Bylaws have in all respects been complied with.

AMENDMENT

The Original Bylaws of Woodside Crossing III Homeowners' Association are amended by the following:

A) **DELETE BYLAWS** Pages 1 through 11 as recorded at Cuyahoga County Records, Instrument No. 201103170273 and any subsequent amendments to the Bylaws.

B) **INSERT** the new **AMENDED AND RESTATED BYLAWS OF WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION, INC. PAGES 1 through 32**, as attached hereto and as if fully rewritten herein.

C) Any conflict between the provisions of the Amended and Restated Bylaws as contained in the attached documents and the Bylaws previously recorded in Cuyahoga County Records Instrument No. 20110317023 is to be interpreted in favor of the provisions of this amendment. The invalidity of any part of any provision in the Amended and Restated Bylaws does not impair or affect in any manner the validity or enforceability of the remainder of the Amended and Restated Bylaws. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds. Any legal challenge *must* be brought in the Cuyahoga County Court of Common Pleas within *one year* of the recording of the amendment.

The Woodside Crossing III Homeowners' Association, Inc. has caused the execution of this instrument this 3rd day of December, 2021.

WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION, INC.

By: Margaret J. Yuhas
MARGARET J. YUHAS, President

By: Mary Jo Frank
MARY JO FRANK, Secretary

STATE OF OHIO)
)
) SS
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Woodside Crossing III Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as its officers.

I have hereunto set my hand and official seal this 3 day of December, 2021.

Jill D. Lewis
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

Place notary stamp/seal here:

JILL D. LEWIS
Notary Public, State of Ohio
My Commission Expires March 9, 2022

AMENDED AND RESTATED
BYLAWS
OF
WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I GENERAL	1
Section 1 – Preliminary Statement of Scope and Effect	1
Section 2 – Name of the Association	1
Section 3 – Principal Office	1
Section 4 – Terms and Definitions	2
(a) “Board of Directors,” “Board,” or “Directors”	2
(b) “Person”	2
ARTICLE II THE ASSOCIATION	2
Section 1 – Membership	2
Section 2 – Voting Rights	2
(a) One Vote Per Lot/Good Standing	2
(b) Multiple Owners of Lot	3
Section 3 – Proxies	3
Section 4 – Meetings of the Association	3
(a) Annual Meeting	3
(b) Special Meetings	4
(c) Notice of Meetings	4
(d) Quorum and Adjournment	4
(e) Conduct and Order of Business at Annual Meetings	5
(f) Meeting Minutes	5
Section 5 – Actions Without A Meeting	5
ARTICLE III BOARD OF DIRECTORS	6
Section 1 – Board of Directors	6
Section 2 – Number and Qualification	6
Section 3 – Modification of Number of Directors	6
Section 4 – Election of Directors; Vacancies	7
Section 5 – Term of Office; Resignations	7
Section 6 – Board Meetings	7

(a)	Organizational Meetings	7
(b)	Regular Meetings	8
(c)	Special Meetings	8
(d)	Executive Sessions	8
(e)	Notice of Meetings	8
(f)	Meeting Agenda	8
(g)	Conduct of Board Meetings	9
(h)	Voting Power of Board	9
(i)	Quorum; Adjournment	9
(j)	Meeting Minutes	10
(k)	Actions Without A Meeting	10
Section 7 –	Removal of Directors	10
Section 8 –	Compensation	11
Section 9 –	Rules	11
Section 10 –	Powers and Duties	11
Section 11 –	Insurance Coverage	13
ARTICLE IV	OFFICERS AND OFFICER DUTIES	14
Section 1 –	Election and Designation of Officers	14
Section 2 –	Term of Office; Vacancies	14
Section 3 –	Removal and Resignation	14
Section 4 –	Duties	14
(a)	President	14
(b)	Vice President	15
(c)	Secretary	15
(d)	Treasurer	15
(e)	Assistants and Other Officers	15
Section 5 –	Delegation of Duties	15
ARTICLE V	COMMITTEES	16
Section 1 –	Committees	16
Section 2 –	Required Committees	16
(a)	Audit Committee	16
(b)	Nomination Committee	17

ARTICLE VI	INDEMNIFICATION	17
	Section 1 – Indemnification of Directors, Officers, and Committee Members	17
	Section 2 – Advance of Expenses	18
	Section 3 – Indemnification Not Exclusive; Insurance	18
	Section 4 – Directors, Officers, and Committee Members Liability	19
	Section 5 – Cost of Indemnification	19
ARTICLE VII	FISCAL YEAR	19
ARTICLE VIII	FINANCES OF ASSOCIATION (ASSESSMENTS)	19
	Section 1 – Accounts	19
	(a) Current Receipts and Expenses	20
	(b) Reserves of Replacement	20
	(c) Improvements	20
	Section 2 - Determination of Assessments	20
	Section 3 – Notice and Payment of Assessments	20
	Section 4 – Obligation to Pay Assessments	20
	Section 5 – Preparation of Budget; Annual Assessments	21
	(a) Budget Shortfall	21
	(b) Budget Surplus	21
	Section 6 – Year End Financial Summary	22
	Section 7 – Reserve for Replacements and Major Repairs	22
	Section 8 – Failure to Prepare Annual Budget or Make Current Assessments	22
	Section 9 – Books and Records	23
	Section 10 – Status of Funds Collected by Association	24
	Section 11 – Lien of Unpaid Assessments, Interest, and Late Payment Charges	24
	Section 12 – Remedies for Failure to Pay Assessments	25
	Section 13 – Financial Review or Annual Audit	25
ARTICLE XI	GENERAL POWERS OF ASSOCIATION	25
	Section 1 – Payments as Common Expenses	25
	(a) Utilities and Related Facilities	25

(b)	Insurance	26
(c)	Wages and Fees for Services	26
(d)	Care of Woodside Crossing III Properties	26
(e)	Certain Maintenance of Lots and Units	26
(f)	Discharge of Mechanic's Liens	26
(g)	Additional Expenses	27
Section 2	– Capital Additions, Alterations, and Improvements	27
Section 3	– Special Services	28
Section 4	– Acquisition, Sale or Exchange of Real Property	28
Section 5	– No Active Business to be Conducted for Profit	28
Section 6	– Utility Contracts	29
Section 7	– Insured Contractors	29
Section 8	– Applicable Laws	29
ARTICLE X	AMENDMENTS	30
ARTICLE XI	NOTICES AND OTHER ACTIONS AND COMMUNICATIONS	30
Section 1	– Service of Notices on the Association and Board	30
Section 2	– Service of Notices on Owners	30
Section 3	– New Communication Technologies	30
ARTICLE XII	GENERAL PROVISIONS	32
Section 1	– Non-Waiver of Covenants	32
Section 2	– Agreements Binding	32
Section 3	– Mortgagees	32
Section 4	– Severability	32

AMENDED AND RESTATED

BYLAWS

OF

WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. These Amended and Restated Bylaws of Woodside Crossing III Homeowners' Association, Inc. ("Bylaws") are attached to and made part of the Declaration of Covenants, Conditions, and Restrictions of Woodside Crossing III Homeowners' Association, Inc. ("Declaration"). Their purpose is to govern, manage, operate, and administer the Common Elements for the benefit, use, and enjoyment of the Owners and residents of Woodside Crossing III Properties. All present or future Owners, Members, occupants, guests, or tenants, any of their employees, or any other Person who might use the Woodside Crossing III Properties in any manner, are subject to the covenants, conditions, and restrictions contained in these Bylaws, and are also subject to any restriction, condition, or rule adopted by the Association's Board of Directors. The acquisition, rental, or occupancy of any Unit within Woodside Crossing III Properties constitutes acceptance and ratification of the covenants, conditions, and restrictions within the Declaration and these Bylaws.

Section 2. Name and Nature of the Association. The Association is a not-for-profit corporation called Woodside Crossing III Homeowners Association, Inc.

Section 3. Principal Office. The Board will designate the place or location of the Association's principal office within Woodside Crossing III, the Properties, or any management company office. The Board will designate the place or location for the Association's permanent files, which may be retained in hard copy or electronic formats. All Association books and records must be in the Association's permanent files. If the permanent files are located at the Director's Unit or electronically upon restricted access of that Director, then, upon the expiration of the Director's term, whether by resignation, removal, or otherwise, the outgoing Director has an affirmative

duty and responsibility to contact the succeeding Director or community association manager or management company within 10 business days of the change of Board position or management change.

Section 4. Terms and Definitions. All capitalized words and terms used in these Bylaws will have the same meaning as set forth in the Declaration and below, unless the context clearly indicates a different meaning. The following terms used herein are defined as follows:

(a) **“Board of Directors,” “Board,” or “Directors:”** The Board members of the Association as provided in these Bylaws of the Association (previously referred to as Trustees).

(b) **“Person:”** One or more persons or entities of a fee simple title to any Lot which is part of the Properties.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. When an Owner or Person acquires title to a Lot, they automatically become an Association Member. Membership terminates upon the sale or other disposition of the Lot at which time the new Owner automatically becomes an Association Member. Any Person or entity who holds interest in a Lot merely as security for the payment of money or performance of an obligation is not a Member.

Section 2. Voting Rights.

(a) **One Vote Per Lot/Good Standing.** There is one voting Member for each of the Lots comprising the Properties. Each Owner is entitled to one vote per Lot. However, an Owner must be in “good standing” to vote on any Association issue or matter other than proposed amendments to the Declaration or Bylaws. “Good standing” means: (1) the Owner is not an adverse party in any litigation against the Association, the Board, or any Director and, (2) is not more than 60 days past due in any payment due to the Association for any assessment as of the date of the meeting at which a vote is taken or, if no votes are taken at a meeting, the date a vote is tabulated. Any provision in the Declaration or these

Bylaws that requires the vote and approval of the Association's voting power means and refers to the Association's voting power that is in "good standing" unless specifically stated otherwise.

(b) **Multiple Owners of Lot.** If more than one Person owns a Lot, they are entitled collectively to cast only one vote to exercise the voting power of the Lot. The voting power may not be divided among plural owners. In the case of plural ownership of a Lot, or in the case of a Lot owned or held in the name of a corporation, partnership, fiduciary, trust, or nominee, a certificate signed by the Owner(s) must be filed with the Association naming the Person authorized to cast votes for the Lot. The certificate is conclusive until a subsequent substitute certificate is filed with the Association. If a certificate is not on file, the vote of the corporation, partnership, fiduciary, trust, or nominee will not be considered nor will the presence of the Owner at a meeting be considered in determining whether the quorum requirements for the meeting have been met. If a Lot is owned by a husband and wife, or other familial relationship, such as parent and child, or brother and sister, as tenants in common, joint tenants, or tenants by the entirety, no certificate is needed.

Section 3. Proxies. Owners may vote, act, or execute consents, waivers, or releases in person or by proxy. The Person(s) appointed as proxy need not be an Owner. The Owner must designate a proxy to vote, act, or execute on their behalf, in writing that they sign and date, using the proxy form provided or approved by the Board or, if the Board permits, appointed in another manner permitted by Ohio law. The Board approved proxy form may provide for the appointment of a proxy for up to five years from the date of the proxy. Proxy designations must also be filed with the Secretary before or at the Association meeting, as the Board so directs, and are revocable at any time by actual notice to the Board from the Owner(s) making the designation. Without affecting any vote, act, or execution previously taken or authorized, the Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or at an open meeting. .

Section 4. Meetings of the Association.

(a) **Annual Meeting.** The Association's Annual Meeting will be held in the month of October each year, on the date, and at the time and place as the Board determines and is stated in the Meeting notice. The Annual Meeting is held for the determination of the election of Directors, the consideration of

reports to be presented at the Meeting, and the transaction of any other business as is set forth in the Meeting notice.

(b) Special Meetings. Special Association meetings may be held on any business day when called by the President, by a majority of the Directors acting with or without a meeting, or by two Owners. Any Person entitled to call a special meeting must deliver in person or by certified mail a written request to the President or the Secretary. The Directors must set the date, time, and place for the special meeting and cause notice of the meeting to be given to all Owners in accordance with this Bylaws Article II, Section 4(c). If the notice is not given within 30 days after the receipt of the request, the Person(s) requesting the special meeting may fix the date, time, and place of the meeting and give notice of the meeting to all Owners in accordance with this Bylaws Article II, Section 4(c). No business other than that specified in the call for a special meeting and set forth in the notice of the scheduled meeting will be considered at any special meeting. The order of business at each special meeting will be as specified in the notice or agenda for the special meeting.

(c) Notice of Meetings. Not less than 10 nor more than 60 days before the day fixed for an Association meeting, notice stating the time, place, and purpose of the meeting will be given to all Owners by or at the Secretary's or any other Person(s) direction as required or permitted by these Bylaws to give the notice. The notice will be given to each Owner of record as of the day next preceding the day on which notice is given, in any manner or method permitted by Ohio law and the Declaration. Notice of the time, place, and purpose(s) of any meeting of the Owners may be waived in writing, either before or after the holding of the meeting, by any Owner. The writing will be filed with or entered on the records of the meeting. Lack of proper notice is waived with the attendance of any Owner at a meeting without protest prior to or at the commencement of the meeting.

(d) Quorum and Adjournment. The Owners in good standing representing at least 10 percent of the Association's voting power, who are present in person or by proxy, constitute a quorum for the transaction of business to be considered at any Association meeting. Under no circumstance, however, can any action required by law, or the Declaration, Bylaws, be authorized or taken by a lesser percentage of Owners. Owners entitled to exercise a majority of the voting power at a meeting, may adjourn the meeting

to another date; if the date, time, and location to which the meeting is adjourned to are fixed at the meeting, no additional notice to the Owners is needed.

(e) Conduct and Order of Business at Annual Meetings. The Board may adopt rules for the conduct of all Association meetings. The order of business at all Association annual meetings follows:

- (1) Call meeting to order;
- (2) Establish proof of notice of meeting or waive notice;
- (3) Review and approve minutes of preceding meeting, in accordance with this Bylaws Article II, Section 4(f) below;
- (4) Reports of Officers;
- (5) Reports of Committees;
- (6) Elect Inspectors of Election;
- (7) Elect Directors;
- (8) Review Unfinished and old business;
- (9) Consider New Business; and,
- (10) Adjourn

(f) Meeting Minutes. Minutes will be taken at all Association meetings at which quorum is present. At the first regular Board meeting after an Association annual or special meeting, the Board will review and approve the minutes for the Association meeting. Copies of the approved minutes, except for those taken during closed executive sessions, will be available for inspection by Owners upon reasonable request.

Section 5. Actions Without A Meeting. Any actions, except removal or election of a Director, which may be taken at an Association meeting, may be taken without a meeting with the approval of, and in writing(s) signed by Owners having the percentage of voting power required to take the action as if the same had been taken at a meeting. The writing(s) will be filed with the Secretary.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Board constitutes for all purposes the Board of Directors provided for under Ohio Revised Code Chapter 5312.

Section 2. Number and Qualification. The Board of Directors will consist of three or five Persons, all of whom must be an Owner, or the spouse of an Owner, and a member in good standing. Good standing requires that the Owner be current or no more than 60 days delinquent in the payment of any fees or Assessments owed to the Association, and may not be an adverse party to the Association, or the Board or any Director (in that Member's capacity as a Director) in any litigation involving one or more of those parties. Any current Director not in good standing at the time these Amended Bylaws are recorded with the Cuyahoga County Fiscal Office, has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors, pursuant to this Bylaws Article III, Section 7. An Owner who is not a Person, may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner. No Unit may be represented by more than one Person on the Board at any one time.

Section 3. Modification of Number of Directors. The Board members (Directors) will be elected at each annual meeting of members of the Association, or at a special meeting called for the purpose of election. At the annual or special meeting of members for the purpose of election, only Persons nominated as candidates will be eligible for election as Directors.

(a) The Candidate(s) receiving the greatest number of votes will be elected.

(b) At the first Annual Meeting following the recording of these Bylaws, the terms of each of the then serving Directors will end effective upon the adjournment of the meeting. At this annual meeting, the Owners present in person or by proxy will vote to determine whether the Board will consist of 3 or 5 Directors. Following this determination, the entire 3 or 5 member Board will be elected. The terms of each elected Director will be staggered in accordance with this Bylaws Article III, Section 3. The Directors receiving the greatest number of votes will serve the longest terms..

(c) At any subsequent meeting held for the election of Directors at which a quorum is present, a majority of the Owners present in person or by proxy may approve a motion to either reduce the number of Directors from 5 to 3 Persons or to increase the number of Directors from 3 to 5 Persons, as the case may be, prior to the election. The approval of any motion will in no event act to decrease the length of or to end the term of any current Director prior to the term's original expiration. Following the approval of a motion to increase or decrease the number of Persons serving on the Board, the election will take place, to the extent appropriate. The terms of the elected Board of Directors will be staggered as necessary to comply with this Bylaws Article III, Section 3.

Section 4. Election of Directors; Vacancies. Election to the Board by the Owners will be by secret written ballot and conducted in accordance with the other provisions of these Bylaws. For each election, the Owners may cast, in respect to each vacancy, the number of votes as they are entitled to by the Amended Declaration. In cases of ties, the winner will be determined by lot. Cumulative voting is not permitted.

Section 5. Term of Office; Resignations. Each Director holds office until the expiration of their term and until their successor is elected, or until their earlier resignation, removal from office, or death. Any Director may resign at any time by oral statement made at a Board meeting or in writing delivered to the Secretary; the resignation will take effect immediately or at any other time as the resigning Director may specify. All Directors will be elected for a three-year term with staggered elections to facilitate either a 1-1-1 or 2-2-1 rotation, depending on the number of Directors as provided in this Bylaws Article III, Sections 2 and 4.

Section 6. Board Meetings.

(a) **Organizational Meetings.** Immediately after each annual meeting, or any special Association meeting for the election of Directors, or at the first scheduled Board meeting following the annual or special Association meeting, the newly elected Directors and those Directors whose terms hold over must hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of the organizational meeting need not be given.

(b) **Regular Meetings.** Regular meetings of the Board may be held, from time to time, at times and places as determined by a majority of the Board. At least one meeting must be held per calendar month. Notice of each meeting will be given in accordance with this Bylaws Article III, Section 6(e) below. Regular Meetings of the Board are open to Owners as may be provided in the agenda.

(c) **Special Meetings.** Upon call by the President or two of the other Directors, special meetings of the Board may be held at any time, after notice in accordance with this Bylaws Article III, Section 6(e). Special meetings are open to Owners as may be provided in the notice and agenda.

(d) **Executive Sessions.** At any regular or special meeting of the Board, the Board may, by the majority vote of the Directors, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, or other matters protected under attorney-client privilege or enforcement of the Declaration, these Bylaws, or rules against any Member. Executive session minutes are not available for inspection and/or copying.

(e) **Notice of Meetings.** Notice of the date, time, place, and purpose(s) of each Board meeting will be given to each Director by or at the direction of the Secretary or by the Person(s) calling the meeting. The notice may be given in any manner or method permitted by Ohio law and the Declaration, and in the time that the Director receiving it has a reasonable opportunity to attend the meeting. The notice will, in all events, be deemed to have been proper if given to each Director at least 72 hours prior to the meeting. The giving of notice is deemed to be waived by any Director who attends and participates in that meeting and may also be waived in writing, by electronic mail by any Director either before or after the meeting. Unless otherwise indicated in the notice of the meeting, any business may be transacted at any organizational, regular, or special Board meeting.

(f) **Meeting Agenda.** The President or Secretary will establish the agenda in writing for each Board meeting. The written agenda may be modified, in whole or in part, by a majority vote of the Directors present at the Board meeting.

(g) Conduct of Board Meetings. Board meetings are subject to the following:

(i) Owners do not have a right to, but may participate in any Board meeting; however, if they submit a written request to the Board, through the management company or, if no management company, the Board Secretary, at least five business days before the date of the next regular Board meeting, the Owner may be granted a reasonable amount of time, as set by the Board, to make a statement to the Board. In addition, the Board can permit comments from the floor after the adjournment or other conclusion of the Board meeting.

(ii) The Board is not required to hold Board meetings in a place large enough to accommodate Owners other than the Directors.

(iii) Conference or working sessions of the Board at which no binding decisions are made or reached are not “meetings.” Minutes of conference or work sessions are not to be taken or kept.

(iv) Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, so long as each Director can hear (or simultaneously read if in electronic format, e.g. Internet chat room), participate, and respond to every other Director. The Board may, but is not required to, permit Owners to listen to or view any Board meeting held, in part or in whole, by electronic or telephonic communication.

(h) Voting Power of Board. Each Director will have one vote. A vote of a majority of the Directors on any matter at a duly called meeting in at which quorum is present will be sufficient to determine any matter.

(i) Quorum; Adjournment. A majority of the Board in office and present at a meeting constitutes a quorum the transaction of business including for filling a Board vacancy. Whenever less than a quorum is present at the time and place appointed for any Board meeting, a majority of those present may adjourn the meeting from time to time until a quorum is present. At each meeting of the Board, at which a quorum is present, all questions and business, including a vote for adjournments, are determined by a majority vote of those

present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

(j) **Meeting Minutes.** Minutes will be taken at and for all Board meetings and must be approved by the Board. Except for meeting minutes taken during closed executive sessions, the Board will either post meeting minutes electronically on an Association website or other area available for Owner access and review or, if no electronic posting is made, will make the minutes available for inspection by Owners, upon reasonable request, at the Association's principal office.

(k) **Actions without a Meeting.** In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors, which written consent may be in electronic form, including by electronic mail or similar mode of communication. The written consents will be filed with the Board's meeting minutes.

Section 7. Removal of Directors. The Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

(a) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years;

(b) by order of court the Director has been found to be of unsound mind;

(c) the Director files for bankruptcy or has been adjudicated bankrupt;

(d) the Director is physically incapacitated;

(e) the Director fails to attend three consecutive or a total of four Board meetings during a calendar year; or

(f) the Director is no longer a Member in good standing as defined in this Bylaws Article III, Section 2 above.

In addition, at any Association meeting duly called at which a quorum is present, any one or more of the Directors may be removed with or without cause by the vote of Owners entitled to exercise at least a majority of the Association's total voting power, and a successor(s) to the Director(s) so removed may be elected at the same meeting for the unexpired term for each removed Director(s). Any Director, whose removal has been proposed, will have an opportunity to speak and be heard at the meeting prior to the vote of their removal.

Section 8. Compensation. The Directors will not receive any salary or compensation for their services, as such; provided that nothing will be construed to preclude any Director from having dealings with the Association in any other capacity and receiving compensation subject to complete disclosure by the respective Director of the conflict of interest, complete abstention of the respective Director from the Board's decision making process, and approval by a majority vote of the Board, excluding the vote of the Director receiving said compensation.

Section 9. Rules. The Board may adopt rules consistent with the Declaration and these Bylaws for the government of its actions, including the nomination and election of Directors.

Section 10. Powers and Duties. Except as otherwise provided by law, the Declaration, or these Bylaws, the Board will exercise all the Association's powers and authorities. The Board will be responsible for the reasonable maintenance, repair, and replacement of the Common Elements. In carrying out the purposes of the Woodside Crossing III development, and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

(a) Take all actions deemed necessary or desirable to comply with all requirements of law, this Association's Declaration, and these Bylaws;

(b) Hire and fire managing agents, attorneys, accountants, and other independent professional contractors and employees that the Board determines necessary or desirable in the management and/or operation of the Common Elements, and the Association;

(c) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Properties, or that involves two or more Owners, Lots, or Units and related to matters affecting

the Association;

(d) Make contracts;

(e) Enforce the covenants and restrictions set forth in the Declaration and these Bylaws;

(f) Adopt and promulgate rules as the Board deems advisable for the maintenance, conservation, and beautification of the Common Elements and improvements thereon, and/or for the health, comfort, safety, and general welfare of the Owners and Occupants, and/or to govern the operation and use of the Woodside Crossing III Properties or any portion thereof, and to establish a procedure for levying and collecting reasonable enforcement assessments for any infractions of the rules, these Bylaws, or the Declaration. In the event any Rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws govern;

(g) Grant easements, leases, licenses, and concessions through, under, or over the Common Elements.

(h) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, encumber, sell, encumber, exchange, transfer, and dispose of any real or personal property as the Board may from time to time reasonably determine is in the Association's best interest;

(i) Impose and collect fees or Other Charges for the use, rental, or operation of the Common Elements or for services provided to Owners.

(j) Impose reasonable charges to the Owner for preparing, recording, or copying of the Declaration, these Bylaws, or amendments, or meeting minutes, as well as reasonable charges for the handling of re-financing and/or resale certificates, documentation, and/or statements of unpaid Assessments;

(k) Authorize entry to any portion of the Woodside Crossing III Properties by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements, Lots, Units, or to the health or safety of the Owners or Occupants of the Lots or Units.

(l) Borrow money, assign, without limitation, the Association's right to future income, including the right to receive assessments and insurance proceeds, and issue, sell or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that any borrowing will be limited to the purpose of acquiring funds to be used for the management, insurance, maintenance, repair, and/or replacement of the Common Elements, and/or for any capital additions, alterations, and improvements as may be approved by the Owners in accordance with the Declaration.

(m) Establish, in the Board's sole determination, standards, or procedures for the automatic and without notice suspension of the voting rights of an Owner(s) and/or right of the Owner(s) and/or the Occupant's to use any amenities during any period in which the Owner is in default. Default means the Owner(s) is more than 30 days delinquent in the payment of any Assessment levied by the Association.

(n) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(o) Pay the taxes and Assessments levied against the Properties owned by the Association before they become delinquent.

(p) Exercise for the Association all other powers, duties, and authority vested in, or delegated to, this Association pursuant to the Declaration, Articles of Incorporation, these Bylaws, and Ohio Revised Code 5312, unless expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 11. Insurance Coverage. All Association Directors, officers, employees, and managing agents handling or responsible for Association funds, must furnish or otherwise be covered by reasonable fidelity bonds or dishonesty insurance. The Association will pay the premiums on the bonds/insurance as a Common Expense. The Board will determine the appropriate amount of the bond/insurance taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions.

ARTICLE IV

OFFICERS AND OFFICER DUTIES

Section 1. Election and Designation of Officers. The Board will elect a President, a Secretary, and a Treasurer, all of whom must also be a Director. The Board from time to time may also create offices and appoint other officers and assistant officers as in its judgment may be necessary who are not members of the Board but who are Association Members. Any two offices, other than that of the President and Secretary, may be held by the same Person, but no officer may execute, acknowledge, or verify any instrument in more than one capacity.

Section 2. Term of Office; Vacancies. The Association's officers hold office at the pleasure of the Directors, and, except in case of resignation or unless sooner removed by the remaining Directors or death, until the organizational meeting of the Directors following the next annual meeting of the Association and until their successors are chosen and qualified. The Directors may fill a vacancy in any office, however created.

Section 3. Removal and Resignation. The Directors may remove any officer at any time, with or without cause, by a majority vote of the Directors then in office. Any officer may resign at any time by giving written notice to the President or the Secretary. The resignation automatically takes effect on the date of receipt of the notice or at any later time specified in the notice.

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

(a) **President.** The President is the chief executive officer of the Association. The President will preside at all Association and Board meetings, which power may be assigned or delegated as the President so decides. Subject to the Board's direction, the President has 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 has all the powers and duties prescribed by law. The President also has the authority and will perform other duties as the Board may, from time to time, assign to the President or as otherwise provided for in the Declaration or in these Bylaws.

(b) Vice President. The Vice President will perform the duties of the President whenever the President is unable to act and will have the authority and will perform other duties as the Board may, from time to time, assign to the Vice President or as otherwise provided for in the Declaration or in these Bylaws.

(c) Secretary. The Secretary will keep minutes of all the proceedings of the Members of the Association and of the Board and will make proper record of the same, which will be attested by the Secretary. The Secretary has authority to execute all deeds, contracts, and other obligations of the Association requiring the Secretary's signature. The Secretary will keep the books as may be required by the Board as required by law, the Declaration, or these Bylaws and will perform the other further duties as the Board may, from time to time, assign to the Secretary or as otherwise provided in the Declaration or in these Bylaws.

(d) Treasurer. The Treasurer has general supervision of all finances and will receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association, and will do with the same as the Board may, from time to time, require. The Treasurer will keep or cause to be kept adequate and correct financial accounts of the Association's business transactions, including accounts of its assets, liabilities, receipts, expenditures, profits, and losses, together with the other accounts as may be required, and hold the same open for the inspection and examination of the Board. The Treasurer will perform the other further duties as the Board may, from time to time, assign to the Treasurer or as otherwise provided in the Declaration or in these Bylaws.

(e) Assistants and Other Officers. The Board may appoint other subordinate and assistant officers as it may deem desirable. Each officer will hold office as the Board so determines, and perform the duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation, if any.

Section 5. Delegation of Duties. In the absence of any officer of the Association, or for any other reason as the Board may desire, the Board may delegate the powers or duties, or any of them, of the officers as set forth in this Bylaws Article IV, to any other officer or to any Director or to the Association's managing agent, lawyer,

accountant, or other professional as the Board so decides. In addition, the Board is generally authorized to control the action of the officers and to require the performance of duties in addition to those mentioned above. 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 will be deemed to be a delegation and authorization to the managing agent or management company of certain duties and of all power and authority necessary to carry out the duties.

ARTICLE V

COMMITTEES

Section 1. Committees. The Board may, by resolution, provide for standing or special committees, as it deems desirable, and discontinue any committee at its discretion. Each committee consisting of not less than two members will have powers and perform duties, consistent with law, as may be delegated to it by the Board. Each committee will keep full records and accounts of its proceedings and transactions. All action by any committee will be reported to the Board at its meeting succeeding the action and will be subject to control, revision, and alteration by the Board; provided that no rights of third Persons will be prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by the rules as determined by the Board, and it will also meet at the call of the President or of any two members of the committee. Unless otherwise provided by rules or by resolutions, the provisions of Bylaws Article III, Section 6(e) relating to the notice required to be given of special meetings of the Board will also apply to meetings of each committee. A majority of committee members constitutes a quorum. Each committee may act in writing or by telephone with written confirmation, without a meeting, but no action will be effective unless concurred in by all members of the committee. Vacancies in a committee will be filled by the Board.

Section 2. Required Committees. Unless the Board otherwise determines, the following committees will be appointed annually at the first meeting following the annual meeting of the Members:

(a) **Audit Committee.** The audit committee is responsible for examining the year-end financial reports produced by the Treasurer and will be responsible for the following:

- (i) Review the quarterly and annual reports prepared by the Treasurer for reasonableness;
- (ii) Review the quarterly bank account statements and reconciliations;
- (iii) Review and analyze cash receipts and disbursements;
- (iv) Review compliance with overall budget established and adopted by the Board with respect to major projects and signed contracts;
- (v) Verify any large or unusual disbursements; and
- (vi) Submit the final signed audit report to the Board President.

(b) Nomination Committee. The nomination committee is responsible for ensuring enough nominations are submitted each year for the election of Directors.

ARTICLE VI

INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, and Committee Members.
The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been the Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) the Director, officer, or committee member was not and is not adjudicated in a court of law to have been

grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) the Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, the Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any the theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above-required determination will be made by written opinion of an independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they will, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in the defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

Section 2. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to prepay any amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Bylaws Article VI is not exclusive, but is in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules, any agreement, any insurance provided by the Association, the provisions of Chapter 1702 of the Ohio Revised Code Section and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any Person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in the capacity or arising out of their status as a Director, officer, or committee member.

Section 4. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association's and Owners' indemnification includes all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any the contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in the Director, officer, or committee member's capacity as a representative of the Association and has no personal liability under the contract or agreement (except as an Owner).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Bylaws Article VI constitutes a Common Expense. The Board has the power and the responsibility to raise, by Special Assessment or otherwise, any sums required to discharge the Association's obligations under this Bylaws Article VI. However, the liability of any Owner arising out of the contract made by Director, officer, or committee member, or out of the aforesaid indemnity in favor of the Director, officer, or committee member, is limited to the proportion of the total liability as said Owner's pro rata share bears to the total interest all the Owners as Association Members.

ARTICLE VII

FISCAL YEAR

The Fiscal Year of the Association ends on the 31st day of December of each year or as the Board of Directors may determine.

ARTICLE VIII

FINANCES OF ASSOCIATION (ASSESSMENTS)

Section 1. Accounts. The Board will create and charge the Association's receipts and expenditures to accounts under the following classification as is appropriate, all of which expenditures are Common Expenses:

(a) **Current Receipts and Expenses.** Current expenses include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, for additional improvements or to operations.

(b) **Reserves for Replacement.** Reserves for replacement include funds for major repairs or replacements of the Common Elements required because of damage, depreciation, or obsolescence.

(c) **Improvements.** Improvements include the funds to be used for capital expenditures for additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) or additional personal property that will be part of the Common Elements.

Section 2. Determination of Assessments. The Board will fix and determine from time to time the sum(s) necessary and adequate for the Common Expenses. Common Expenses include the expenses described in the Declaration Article V and this Bylaws Article VIII, Section 1 above, the carrying out of the powers and duties of the Association enumerated in Bylaws Article IX below, and any other expenses designated from time to time by the Board

Section 3. Notice and Payment of Assessments. When the Board determines the amount of any Assessment, the Board will notify each of the affected Owners of the Assessment in writing. All Assessments are payable to the Association. The Association may provide Owners the opportunity for electronic, automatic monthly payments of their Assessment if the Board determines it is in the best interest of the Association. Common Assessments will be levied against Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all of the unpaid Common Expenses previously incurred.

Section 4. Obligation to Pay Assessments. Each Owner must pay their proportionate share of the Common Expenses as assessed against the Owners, the share of which must be allocated equally among all the Lots. Payment of any other Assessment will be made in the amounts and at the times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off can be claimed or allowed by reason of any alleged failure of the Association or Board to take

some action or perform some function required to be taken or performed by the Association or Board under the Declaration or these Bylaws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the Association's responsibility, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 5. Preparation of Budget; Annual Assessments. Prior to December 30th, the Board will prepare a "budget" that is based on its estimate of the total amount that will be required for the calendar year beginning January 1st of each year and ending on December 31st of the same year to pay the Common Expenses to be incurred by the Association (i) to maintain and repair the Properties 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, including a reasonable reserve for contingencies and replacements. The Board will assess the aggregate amount of the budget against the Owners as the Annual Assessment according to and as specifically set forth in the Declaration. At the Annual Meeting, the Board will notify each Owner as to the amount of the budget together with a reasonable itemization; a copy of the budget will also be mailed or otherwise delivered to each Owner within 30 days after the Annual Meeting. The failure of the Association to comply strictly with the above time requirements is not deemed to be a waiver and does not prevent the Association from collecting Assessments for Common Expenses. The Annual Assessment is due and payable by each Owner during the ensuing fiscal year in annual, monthly, or quarterly installments (that may or may not be equal), in advance, as and when the Board stipulates.

(a) **Budget Shortfall.** If the amount of the annual budget proves to be inadequate for any reason, including non-payment of any Owner's Assessment, the Board may assess the deficiency against the Owners and in case the Board will give notice of the additional Assessment to all Owners indicating the reasons for the additional Assessment, the amounts payable by each Owner, and the adjusted monthly amounts reflecting the additional Assessment thereafter payable by each Owner.

(b) **Budget Surplus.** If, at any time, the Board determines that the Association has collected a Common Surplus at the end of any fiscal year, the amount must be carried forward and allocated to a budget expense or applied toward reserves. Any and all interest earned on any reserves, savings,

Assessments, or other fees or monies held by the Association must be first charged against the Association expenses as the Board determines is in the Association's best interest, and then to the other purposes as the Board so determines.

Section 6. Year End Financial Summary. On or before the date of the Annual Meeting, the Board will supply all Owners with an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected in accordance with the budget estimate(s) provided, by Special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

Section 7. Reserve for Replacements and Major Repairs. The Board, on the Association's behalf and in the exercise of its sole business judgment, will build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Common Elements, the Association is to maintain. The reserve is to be funded by the portion of the Annual Assessment earmarked in the annual budget for the reserve, provided that the amount set aside annually for reserves must not be less than the amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments, unless the reserve requirement is waived annually by the Owners exercising not less than a majority of the Association's voting power. Any interest earned on the reserve fund accounts will be accumulated in the reserve account. Extraordinary expenditures not originally included in the budget, which may be necessary for the year, may, at the Board's discretion, be charged first against the reserve or paid for, in whole or in part, by a Special Assessment. Upon the sale of a Lot by any Owner, the Owner has no right to any portion of the funds in the reserve account; nor does the Owner have any claim against the Association with respect thereto. The Board may allocate reserves to a particular item by a duly made, seconded, and approved motion that explicitly uses the word "allocate." Allocated reserves accumulated from prior years may only be expended for the allocated item unless there is an excess of allocated funds for any given item as evidenced by a professional reserve study or approved by a majority vote of the entire Association. If any funds remain after the expenditure of allocated funds on the specified allocated item, the excess funds will become part of the general reserves.

Section 8. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any annual budget or in the giving of notice to Owners, or any delay in the making of Assessments against Owners,

or any of them, does not constitute a waiver or release in any manner of the Owner to pay their proportionate share of the Common Expenses, including reserves, whenever the same is determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any Assessments for the Common Expenses, Owners will continue to pay the Assessments at the existing rate established for each Owner then in effect, until the first maintenance payment becomes due, in accordance with a new Assessment covering the current period duly made by the Board in the manner above provided in this Article VIII.

Section 9. Books and Records.

(a) The Association will keep and maintain correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of the profits, losses, and expenses among and from the Owners, minutes of the Association and Board meetings, and records of names and addresses of the Owners and Occupants (the "Association's Records").

(b) The Board may adopt Rules establishing reasonable standards for the examination and copying of the Association's Records, which may include standards and limitations governing the type of documents that are subject to examination or copying, limitations on the use and distribution of the records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination or copying of the documents. In the absence of any Rules, any Owner or their mortgagee, or by any representative of an Owner duly authorized, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's Records, subject to a reasonable fee and the provisions of Chapter 5312. The reasonable fee can include copying, handling, mailing, labor, and inspection oversight costs. Within 14 days of a written request to the Board and upon payment of a reasonable fee, any Owner will be furnished a statement of their account setting forth the amount of any unpaid Assessments or Other Charges due and owing from the Owner. Any questions or concerns about an Owner's account, the Association's Records, including any aspect of the Association's income, expenses, or other financial matter, or the administration, maintenance, or operation of the Association or the Woodside Crossing III Properties must be submitted to the Board in writing, through the Association's community association manager or management company, if any.

(c) The Association will not permit examining or copying of any of the following from books, records, or minutes, or any other documents pertaining to the following, unless expressly approved by the Board:

(i) information pertaining to property-related personnel matters;

(ii) communication with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or other property-related matters;

(iii) information pertaining to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(iv) information related to enforcement of the Declaration, these Bylaws, or Rules against other Owners; or

(v) disclosure of information that is prohibited by state or federal law.

Section 10. Status of Funds Collected by Association. All funds collected will be held and expended solely for the purposes designated in the Declaration, these Bylaws, or Ohio law, and, except for the assessments as may be levied against less than all of the Owners and for the adjustments as may be required to reflect delinquent or prepaid Assessments, are deemed to be held for the use, benefit, and account of all of the Owners. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board.

Section 11. Lien of Unpaid Assessments, Interest, and Late Payment Charges. Unpaid Assessments will be a lien upon the Lot in the manner specified in the Declaration. Any assessment payment received 15 days after the date due is subject to a flat rate administrative late fee as determined by the Board in addition to the imposition of interest, costs of collection and other amounts described in Declaration Article V, Section 7.

Section 12. Remedies for Failure to Pay Assessments. Remedies for failure to pay Assessments are set forth in the Declaration or available by law or in equity are cumulative.

Section 13. Financial Review or Annual Audit. The Board will have the Association's accounts reviewed or audited no less than once every five years by a certified public accountant. Each review or audit is to be completed within 180 days following the end of the fiscal year. Within 30 days of the Board's receipt of the review or audit report, the Board will notify all Owners of the completion of the review or audit and instructions on how each Owner may request and receive a copy of the review or audit report at no charge to the Owner. An audit must take place no less than every three years.

ARTICLE IX

GENERAL POWERS OF ASSOCIATION

Section 1. Payments as Common Expenses. The Association, for the benefit of all the Owners, will acquire and pay for out of the Association's funds all Common Expenses arising with respect to, or in connection with, the Woodside Crossing III Properties. The expenses of the Association may include the following:

(a) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, heat, or any other utility service for the Common Elements, Lots, and Units that are not separately metered or otherwise directly charged. The Association will charge monthly to the Owner of the Lot, an estimated cost for the usage of any utility or related service of any kind or nature that is paid by the Association for any Lot or Unit that is not furnished to all Owners. However, the Board may discontinue payments of the utility service at any time, in which case each Owner is responsible for direct payment of their share of the expense as the Board so determines. The Board has the further right and authority to set standards as to the reasonable amount of use of any utility service assessed as a Common Expense or Other Charge, which may be applied equally to all Owners as set forth in the Declaration, and to then levy additional Assessments against any Lot Owner to reimburse the Association for excessive use of any utility service by the Lot Owner in the amounts as determined by the Board.

(b) Insurance. Premiums for property, liability, and other insurance, including workers' compensation, fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws.

(c) Wages and Fees for Services. The wages and fees for services of any Person the Association employs, including the services of any Person to act as a community association manager or managing agent for the Woodside Crossing III Properties, the services of any Person required for the maintenance or operation of the Woodside Crossing III Properties, and legal and accounting services necessary or proper in the operation of the Woodside Crossing III Properties or the enforcement or interpretation of the Declaration, these Bylaws, and Rules, and for the organization, operation, and enforcement of the rights of the Association.

(d) Care of Woodside Crossing III Properties. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair, and replacements of the portions of the Common Elements that the Association is responsible for, as provided for in the Declaration, and the furnishings and equipment for the portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board has the exclusive right and duty to acquire the same for the portions of the Woodside Crossing III Properties.

(e) Certain Maintenance of Lots and Units. In addition to the provisions and requirements contained in the Declaration, the cost of the maintenance, repair, or replacement of any Lot, Unit, or other item of Owner responsibility as defined in the Declaration, including the costs of correction for any violation of the Declaration or Rules, if the maintenance, repair, or replacement is necessary, in the Board's sole discretion, for safety, aesthetics, uniformity, or to protect the Common Elements or any Lot or Unit, and the Owner so responsible has failed or refused to perform the maintenance, repair, or replacement within a reasonable amount of time, as determined by the Board, after written notice of the necessity has been given to the Owner. The Board will levy a Special Assessment against the Owner for the cost of the maintenance, repair, or replacement.

(f) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance that may, in the Board's opinion, constitute a lien against any part of the Woodside Crossing III Properties and that arose by virtue of the Board's authorization or direction. Where one or more

Owners are responsible for the existence of the lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Owner(s) is jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien(s) will be specially assessed against the Owner(s).

(g) Additional Expenses. The cost and expense of any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or Assessments that the Association is required or permitted to secure or pay for in accordance with the terms of the Declaration and these Bylaws or by law or which, in the Board's opinion, are necessary or proper for the reasonable maintenance and operation of the Woodside Crossing III Properties as a first class property or for the enforcement or interpretation of the Declaration, these Bylaws, or the Rules.

Section 2. Capital Additions, Alterations, and Improvements. Notwithstanding anything in these Bylaws or in the Declaration that authorizes expenditures, no single expenditure may be made by the Board for any additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement), or for the purchase or lease of any Lot by the Association, exceeding in total cost 15 percent of that fiscal year's annual budget (including reserve contributions), nor can annual expenditures aggregating in excess of 25 percent of that year's annual budget (including reserve contributions) be made in any 12-month period without, in each case, having the prior approval of the Owners entitled to exercise at least a majority of the Association's total voting power. If approval is obtained, the Board may proceed with the additions, alterations, or improvements, or purchase or lease of a Lot or Unit, and may assess all Owners for the cost thereof as a Common Expense. The limitations on expenditures by the Association contained in this Bylaws Article XI, Section 2 do not apply to repair or replacement of the Woodside Crossing III Properties due to casualty loss, to emergency repairs immediately necessary for the preservation and safety of the Woodside Crossing III Properties, to maintain compliance with any applicable local, state, or federal codes, ordinances, laws, Rules, or regulations, or to avoid suspension of any necessary services for the safety of Persons. Any single capital addition, alteration, or improvement described above that costs 15 percent or less of that fiscal year's annual budget, or aggregating 25 percent or less of that year's annual budget, may be made by the Board without approval of the Owners, and the cost thereof constitutes a part of the Common Expenses.

Section 3. Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of the Owners and Occupants as it may desire to pay for same, including cleaning, maintenance, repair, and replacement of Lots or Units, or any part or component of the Lots or Units, and provision of other special services, or recreational, educational, medical, or maintenance facilities and any concessions. The Board will determine the cost and fees for any of the special services and facilities, which may be charged directly to participating Owners or Occupants, or paid from the maintenance fund and levied as a Special Assessment against the participating Owners or Occupants. The services and facilities may be furnished on a concession basis or other basis in accordance with a fee a contractee or licensee pays to the Association for the right to maintain certain facilities upon the Common Elements and charge the users of the services or facilities a fee for their use. User charges may be billed separately to each Owner benefited thereby, or may be added to the Owner's share of the Common Expenses, or as otherwise determined, and collected as a part thereof. Nothing in these Bylaws requires the establishment of user charges under this Bylaws Article XI, Section 3 and the Board may elect to treat all or any portion thereof as Common Expenses. In the event any special services and facilities create a surplus, these funds will be added to the maintenance or reserve funds as the Board so determines.

Section 4. Acquisition, Sale or Exchange of Real Property. Whenever the Board determines to acquire, lease, sell, or exchange real property, or any interest in real property, located outside of the Woodside Crossing III Properties, the Board must submit the acquisition, lease, or exchange to a vote of the Owners and, upon the affirmative vote of the Owners entitled to exercise not less than 2/3^{rds} of the Association's voting power, the Board may proceed with the acquisition, lease, sale, or exchange, in the Association's name and on behalf of all Owners, and the costs and expenses incident to the acquisition, lease, sale, or exchange constitute part of the Common Expenses.

Section 5. No Active Business to be Conducted for Profit. The Association does not have the authority to conduct an active business for profit on behalf of all the Owners or any of them; but, this does not preclude the Association from entering into contracts, licenses, concession agreements, and the like, affecting parts or uses of the Common Elements, which result in the production of income for the Association, or from making arrangements of the types described in this Bylaws Article XI, Section 5.

Section 6. Utility Contracts. In addition to the authority provided for in this Bylaws Article XI, Section 1(a) above, the Board, on the behalf of the Association and the Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for the services and service rates to and for the Woodside Crossing III Properties, including the Lots and Units, as the Board determines is in the best interest of the Association or Owners as a whole, whether or not the services are included or paid for as a Common Expense, or paid directly by the Owners.

Section 7. Insured Contractors. For any work or services to be performed on the Woodside Crossing III Properties, the Association will only hire or retain and contract with licensed (as required by the State of Ohio or any other government entity having jurisdiction over the Woodside Crossing III Properties) contractors, firms, and other Persons that maintain and keep workers' compensation and liability insurance in minimum amounts as may be required by the State of Ohio, any other government entity having jurisdiction over the Woodside Crossing III Properties, and the Board.

Section 8. Applicable Laws.

- (a) Chapter 5312 of the Ohio Revised Code;
- (b) Chapter 1702 of the Ohio Revised Code;
- (c) The Declaration;
- (d) These Bylaws;
- (e) The Articles of Incorporation; and,
- (f) The Rules.

The items listed above must be attempted to be interpreted as a harmonious whole, and the Association is subject to and governed by all of the 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 must be given priority. However, all inconsistencies between or among the permissive provisions of Chapter 5312 and Chapter 1702 of the Ohio Revised Code, and any provisions of any documentation or Rules listed later, must be resolved in favor of the documents or Rules listed later.

ARTICLE X
AMENDMENTS

These Bylaws may be amended as set forth in Declaration Article VII, Section 5(b).

ARTICLE XI
NOTICES AND OTHER ACTIONS AND COMMUNICATIONS

Section 1. Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either (a) by regular U.S. mail, first-class postage prepaid, or (b) delivered in accordance with this Article XI, Section 3 below, to the Board President, to any two other Directors, to the Association at the address of the Properties, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

Section 2. Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods: (a) personally delivered to the Owner, (b) placed under or attached to the front or main entry door of the Owner's Unit, (c) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Unit address or to another address the Owner designates in writing to the Board, or (d) delivered in accordance with this Bylaws Article XI, Section 3 below. If there is more than one Person owning a single Unit, a notice given to any one of those several Persons is deemed to have been given personally to all of the Persons owning an interest in the Unit.

Section 3. New Communication Technologies.

(a) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in this Bylaws Article XI, Sections 1 and 2 above, the following may be accomplished using electronic mail or other

transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received;

(ii) any signature, vote, consent, or approval required to be obtained; and

(iii) any payment required to be made by the Declaration or Bylaws.

(b) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with this Bylaws Article XI, Section 2 above.

(ii) For voting on matters other than the election of Directors, the Association may provide for voting by electronic mail or other transmission technology.

(iii) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner in accordance with this Bylaws Article XI, Section 2 above.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws are abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 2. Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board, in accordance with the procedure established in the Declaration and these Bylaws are binding on all Owners, their successors, heirs, and assigns.

Section 3. Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot or Unit will be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner whose Lot or Unit is subject to the mortgage or trust deed. Any mortgagee may, from time to time, request in writing a written statement from the Board setting forth any and all unpaid Assessments due and owing from its mortgagor Owner with respect to the Lot or Unit subject to the lien of its mortgage and the request will be complied with within 30 days from receipt of the request.

Section 4. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of same, will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.