

March 26, 2007
AMENDED AND RESTATED
BY-LAWS
OF
WOODLAND GREENS HOMES ASSOCIATION, INC.

Article 1
Definitions

Section 1. "Association" shall mean and refer to Woodland Greens Homes Association, a non-profit corporation organized and existing under the laws of the State of Ohio.

Section 2. "Declaration" shall mean and refer to the Plat Restrictions of Woodland Greens recorded in the Deed Records of Warren County, Ohio, at Plat Book 11, Pages 9-11

Section 3. "Common Area" shall mean and refer to community facilities, subdivision entrance walls and related water features, signs, landscape mounds, fences, Storm Water Facilities and landscaping constructed for the common use and enjoyment of the Owners, as well as such areas designated as either "common areas", "open-space easements", "landscape easements", or "greenbelt easements" on the record plat or plats for the Property. The "Lot" shall also include, but shall not be limited to, a swimming pool, community shelter/bathhouse and lakes.

Section 4. "Director" and "Directors" shall mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association.

Section 5. "Lot" shall mean and refer to any parcel of land recorded on the plat or plats creating Woodland Greens Subdivision with the exception of any parcel of land designated as Common Area.

Section 6. "Member" shall mean any one of those Owners who are Members of the Association as provided in Article 3 hereof.

The terms used herein shall have the same meanings as the defined terms set forth in the Restrictions and Covenants that are a part of the plat or plats creating Woodland Greens Subdivision, recorded in the Warren County, Ohio Recorder's Office.

Article 2
Name and Location

The name of the Association is the Woodland Greens Homes Association, Inc. an Ohio not-for-profit corporation (the "Association"). The principal office of the Association shall be the personal residence of the Association's President, unless the Board of Directors establishes a different principal office.

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Article 3
Members

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

Section 2. Privileges of Membership. Membership shall entitle the holder thereof, or its representative in the event that the Member is not an individual or individuals, to all of the privileges of membership, including the rights to vote and to hold office in accordance with the provisions of these By-Laws.

Section 3. Voting Rights. The record owner of any Lot shall have one vote for each Lot owned by such owner (the "Voting Member"). If more than one person or entity owns any single Lot, then the owners shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot.

Section 4. Annual Meeting. A regular annual meeting of the Members shall be held in the first calendar quarter of each year on a date, at an hour, and at a location in Warren County, Ohio as is established from time to time by the Association's Directors.

Section 5. Special Meetings. Special meetings of the Members may be called at any time by the President or by a Director of the Association or upon written request from one-tenth or more of the Voting Members. The Voting Members' written request for a special meeting shall be delivered to any officer of the Association or to any Director, and shall state the purpose of the meeting. Promptly thereafter, the Directors shall call a meeting on a date, hour and location within Warren County as specified by the Directors.

Section 6. Notice of Meetings. The Association's Secretary shall give written notice of each meeting of Members by mailing a copy of the notice by first class mail, postage prepaid at least fourteen (14) days before such meeting to each Member. The notice shall be addressed to the Member's address last appearing on the books of the Association, and shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall also state the purpose of the meeting.

Section 7. Quorum. Fifty one Voting Members present, in person or by proxy, at any duly called and noticed meeting of Members shall constitute a quorum for the meeting.

Section 8. Proxies. At any meeting of Members, a Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary prior to or at the beginning of the meeting. Every proxy shall be for a specific meeting, shall be revocable, and shall be automatically revoked upon the Member's conveyance of his, her or its Lot, or upon a Member's death.

Section 9. Voting Power. At any meeting that is duly called and noticed, and a quorum is present, a majority of the Voting Members voting on any matter that may be determined by the Members shall be sufficient to determine that matter, except as is otherwise provided in these By-Laws.

Article 4
Assessments

Section 1. Annual Assessments. The Association shall establish and assess each Lot an Annual Assessment each calendar year to be used for the Association's necessary and regular business expenses, including but not limited to maintenance of the median strip between Lytle Five Points & Woodland Greens Blvd., Office Supplies and insurance. Expenses incurred by or for the benefit of the Woodland Greens Two, Section Seven Maintenance Committee are not necessary and regular business expenses of the Association. The Annual Assessment may be billed in advance on a monthly, quarterly or annual basis as determined by the Directors.

Section 2. Directors' Increase in Annual Maintenance Assessments. The Directors of the Association may increase the Annual Assessment, without a vote of the membership, by an amount equal to the greater of three percent of the total of Annual Maintenance Assessments for all Lots then in effect for the preceding year or the percentage increase in the Consumer Price Index for Urban Clerical Workers ("CPI-W") for the preceding calendar year as reported by the Bureau of Labor statistics, plus the amount by which any insurance premiums by the Association have increased over amounts payable for the same or similar items for the prior year.

Section 3. Members' Increase in Annual Assessments. The Members may increase the total Annual Assessment for an amount greater than that provided for in Section 2 at a meeting duly called and noticed for such purposes and quorum is present. Any increase made pursuant to this Section 3 shall have the assent of a majority of the membership vote.

Section 4. Enforcement Assessments. In addition to any other remedies provided in this Declaration, the Association and each Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws and Rules and Regulations. Failure by the Association or by any Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant, reservation, easement, lien or charge. Violation of the covenants, restrictions, or rules shall be grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys fees in both types of action. Further, the Association and each Owner shall have the rights of action against each other for failure to comply with the provisions of the Declaration, By-Laws, Articles, Rules and Regulations, or applicable law, or with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against an Owner who fails to comply with the same. Notwithstanding the foregoing, in the event of any dispute between the Association and any Owner or Occupant, other than with regard to Assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the revised Code of Ohio), by a single independent arbitrator selected by the Board. Director

- (a) Charge for Damages or Enforcement Assessment.

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The Board shall have the authority to impose reasonable Enforcement Assessments.

Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Owner a written notice sent by certified mail that includes all of the following:

- (i) A description of the property damage or violation;
- (ii) The amount of the proposed Charge or Assessment;
- (iii) A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;
- (iv) A statement setting forth the procedures to request a hearing pursuant to this Section.

(b) Hearing.

To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If an Owner requests a hearing, at least seven days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

The Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

Within thirty days following a hearing at which the Board of Directors imposes a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Owner.

Any written notice that this Section requires shall be delivered to the Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

(c) Any Charges for Damages or Enforcement Assessment imposed by the Board of Directors, which is hereby empowered to levy such Charges or Assessments against any Owner for the failure of such Owner to comply with the provisions of the Declaration, By-Laws, Articles, Rules and Regulations, or applicable law, or

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with respect to decisions made pursuant to authority granted thereunder, including reasonable attorneys' fees to the extent permitted by Ohio law, may also be levied as a Special Assessment against the Owner in question and his or her Unit.

Section 5. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon, or adjacent to, the Common Areas, which cost has not otherwise been provided for in full as part of the applicable Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas shall have the approval of fifty-one (51%) percent of the membership. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Lots. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 6. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or abandonment of his Lot .

In addition to the ten percent (10%) per annum interest provided above, the Board of Directors in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within fifteen (15) days after the due date.

Article 5 **Board of Directors**

Section 1. Composition of Directors. **Members of the Board of Directors must be members of the Association.** The Association shall have a Board of Directors consisting of

three Members. By resolution, the Board of Directors may increase or decrease the number of Directors from time-to-time, but the number of Directors shall be an odd number of not fewer than three and not more than seven. Multiple Directors from a single Lot are not permitted.

Section 2. Terms. Directors shall serve staggered terms of three years each. At the next annual meeting, following the adoption of these by-laws, where the election of Directors is on the agenda, the Members shall elect three Directors, one for a one-year term, one for a two-year term, and one for a three-year term. Each such term will expire at the end of the annual meeting held in the calendar year in which that Director's term expires. The candidate receiving the highest number of votes shall be elected to the three-year term, the second highest number of votes to the two-year term, and the third highest number of votes to the one-year term. At each annual meeting thereafter, the Members shall elect one Director for a term of three years to replace the Director whose term then expires.

Section 3. Removal and Replacement. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Voting Members. In the event of a Director's death, resignation, removal or loss of association membership qualification, that Director's successor shall be selected by the remaining Directors and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such Director. The remaining Directors must select and appoint a replacement Director within forty-five days of the vacancy. If the remaining Directors fail to do so, any Member may submit a written request to the Association's Secretary for a special meeting of the Members. The written request shall establish a date, time and location for the meeting, which must be no earlier than thirty days from the date the Member delivers the request to the Association's Secretary.

Section 4. Nominations. At the next annual meeting following the adoption of these By-Laws, where the election of Directors is on the agenda, nominations will be called for in the annual Meeting Notice. Each subsequent annual meeting, nominations will be called for in the Annual Meeting Notice and the President of the Association shall accept nominations from the floor for the Director positions.

Section 5. Election. Unless the Voting Members determine otherwise at the annual meeting, the Members shall vote by secret ballot for the election of Directors. A majority vote of the Voting Members present in person or by proxy shall determine the election of each person. A quorum is not required.

Section 6. Compensation. Unless otherwise determined by a majority of the Voting Members at a meeting duly called and noticed for such purpose, the Association shall not pay any Director for any service rendered to the Association as a Director. However, the Association may reimburse any Director for his or her actual expenses incurred in the performance of his or her duties.

Section 7. Regular Meetings. The Directors shall hold regular meetings no less than semiannually with at least ten days' notice to each Director. The Directors shall hold the meetings on such date and at such place and hour as the Directors may establish from time-to-time and recorded in the minutes.

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Section 8. Special Meetings. Upon three days notice to each Director, the President or a majority of the Directors may call a special meeting of the Directors.

Section 9. Quorum. A majority of the Directors at any duly called and noticed meeting shall constitute a quorum for such meeting. The presence of any Director at any meeting shall constitute a waiver of notice of the meeting, unless the Director is present for the sole purpose of challenging the notice.

Section 10. Voting Power. A vote of the majority of the Directors voting on any matter that may be determined by the Directors at a duly called and noticed meeting shall be sufficient to determine the matter. No motion can be decided on any evenly divided vote of the Directors.

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

Section 12. Powers. The Directors shall exercise all powers and authority under the law, under the provisions of these By-Laws, the Articles of Incorporation, and the Plat Restrictions that are not specifically and exclusively reserved to the Members by law or by other provisions thereof.

The Directors shall not do any act or enter into any agreement or transaction in a manner that would violate any provision of Chapter 1702 of the Ohio Revised Code, the Articles of Incorporation, the Plat Restrictions or these By-Laws. The Directors also shall not permit the Association to carry on any activity for the profit of its Members, or distribute any gains, profits or dividends to its members. Without limiting the generality of the foregoing, the Board of Directors shall have the right, power and authority to:

- A. take all actions deemed necessary or desirable to comply with all requirements of law, and the Plat Restrictions;
- B. obtain insurance coverage not less than that required pursuant to these By-Laws;
- C. enforce the covenants, conditions and restrictions set forth in these By-Laws;
- D. repair, maintain, and improve the Common Areas;
- E. establish, enforce, levy and collect assessments as provided in these By-Laws;
- F. adopt and publish rules and regulations, governing the use of the Common Areas and the personal conduct of the Members, occupants and their guests thereon, and establish penalties for the infraction thereof;
- G. declare the office of a member of the Board to be vacant in the event that such Director shall be absent from three (3) consecutive regular meetings of the Board;

H. authorize the Officers to enter into one or more management agreements in order to facilitate the efficient operation of the Property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in these By-Laws, and the receipt and disbursement of funds as may be authorized by the Board -- the terms of any management agreement shall be as determined by the Board to be in the best interests of the Association, subject, in all respects, to the provisions of these By-Laws; and

I. do all things and take all actions permitted to be taken by the Association in these By-Laws not specifically reserved thereby to others.

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

- A. cause to be kept a complete, accurate record of all its acts and corporate affairs, and present a statement thereof to the Members at the Members' annual meeting, or at any special meeting when such statement is requested in writing by at least one-tenth of the Voting Members of the Association;
- B. supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- C. as more fully provided in these By-Laws,
 - 1. fix the amount of assessments against each Lot as directed and limited by Article , and
 - 2. give prompt written notice of each assessment to every Member subject thereto within the time limits set forth therein; and
 - 3. foreclose a lien against any property for which any assessment is not paid within a reasonable time after they are authorized by these By-Laws to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- D. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid;
- E. procure and maintain Directors' and officers' liability insurance in such amount as is deemed sufficient by the Directors; and
- F. cause all Officers or employees handling Association funds to be bonded;
- G. cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the By-Laws;
- H. cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in these By-Laws;
- I. cause the restrictions included in these By-Laws to be enforced; and

- J. take all other actions required to comply with the requirements of law, the Articles, and these By-Laws.
- K. to be a signatory for checks. Each check requiring two signatures.

Section 14. Rules and Regulations. As provided in Article 5, Section 12 hereof, the Board may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Plat Restrictions and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Members and their occupants of the Association. Written notice of such rules and regulations shall be given to all Members and occupants and the Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Plat Restrictions or these By-Laws, the provisions of the Plat Restrictions and the By-Laws shall govern. All Rules and Regulations must be approved by a majority of the membership vote.

Section 15. Right of Association to Remove or Correct Violations of By-Laws. The Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any dwelling at reasonable hours on any day for the purpose of removing any roadway obstructions, including landscaping, or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in these Plat Restrictions, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association authorizing access to such Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder (including court costs and reasonable attorney's fees), shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, pursuant to Article 4, Section 6.

Section 16. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these By-Laws. Failure by the Declarant, the Association or by 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.

Article 6 **Restrictions**

Section 1. Residential Purpose. This subdivision shall be used for private single family residences only.

- A. only one residence shall be constructed on each Lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision, provided such portion constitutes a private single family residence.

B. no building upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

Section 2. Building Sites and Construction. The living area of the main structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall be not less than 2,000 square feet, and in the case of any residence of more than one story, the requirements as to living area shall be at least 25% more, or a total of 2,500 square feet for both stories. No residence may exceed two stories in height.

A. no garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars nor more than three cars must be provided and all garages must be attached to the main structure unless otherwise approved by the Committee.

B. all appurtenances including, but not limited to, swimming pools and tennis courts will not be constructed without the written consent of the Committee.

C. no building shall be occupied during construction.

Section 3. Building Locations. No building shall be located nearer to the lot line or nearer to a side street lot line than is permitted by building setback lines as shown on the recorded plat drawing.

Section 4. Facing of Residences. Residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat unless alternate facing is authorized by the Committee.

Section 5. Fences, Walls, Hedges and Landscaping. No wire or chain link fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of adjoining property or the Woodland Greens Homes Association, Inc. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Woodland Greens Homes Association, Inc. and such encroachment is wholly at the risk, and removal shall be solely at the expense of the owner.

A. no fence or hedge shall be permitted to extend nearer to any street than the minimum building setback line or the front of the building, whichever is further from the street.

B. no fence shall be permitted on any property line adjacent to the golf course. This shall include lots hereinafter known as golf course lots.

C. landscaping plans must be submitted within 30 days after the completion of the construction for approval by the Committee. All landscaping must be completed within 150 days after submitting.

Section 6. Driveways. Driveway locations and specifications shall be approved by the Committee.

Section 7. Walks. Walks from the street curb to the residence shall have minimum widths of 4 feet.

Section 8. Yard Lighting. Each residence shall have an electric light fixture on a pole or post in the front yard. The fixture will have an electronic eye to operate for the outside environment. The design and location of the yard light shall be subject to the approval of the Committee.

Section 9. Above Ground Swimming Pools. The construction of above ground swimming pools is prohibited with the exception of the use of temporary children's pools that are not more than 2 feet in height and 12 feet in length or diameter. Children's pools must be removed and stored each year upon Labor Day.

Section 10. Miscellaneous.

- A. no trash or other refuse shall be dumped on any vacant lot.
- B. grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or person on any lot or adjacent lot, shall be promptly removed or repaired, and if not removed by the owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.
- C. the Association may, but shall not be required, to maintain any vacant lot to prevent any unsightly appearances.
- D. owners of any Golf Course lots defined as those adjacent to the Sycamore Creek Country Club will not grow nor permit to grow, varieties of grasses or other vegetation which, in the opinion of the Golf Course Greenskeeper, is inimical to golf course grasses or vegetation, in the area of lots adjacent to the Golf Course. Such owners may, however, with the prior approval of the Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation, and then, after the installation of such barriers, may grow such grasses or vegetation adjacent to the Golf Course.
- E. no activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.
- F. no animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of three (3) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
- G. no owner shall permit anything or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas

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between lot lines and street curb, neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

H. each owner of a lot in the subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

I. easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions, are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity association with the game of golf and with all the normal and usual activities association with the operation of a country club.

J. no exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed upon a lot.

K. no signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area. The latter sign must be a sign furnished or approved by the Committee. Exception being a permanent entrance sign installed by the Grantor.

L. no outside clothesline or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

M. no flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

N. no golf cart, tent, mobile home, trailer of any kind, or similar structure, and no truck, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction, reconstruction or repair of any work or improvements.

O. no junk of any kind or character, or any accessories parts or objects used with cars, boats, buses, trucks, trailers, housetrailer, or the like, shall be kept on any lot other than in the garage.

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P. no excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

Q. no radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

R. no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within a building unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or to restrict the overhead distribution of three-phase primary power supply to the subdivision by the utility company.

S. any building on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

T. the invalidity, violation, abandonment or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions or other improvements hereof or parts hereof as to all the land.

U. no lot shall hereby be subdivided into parcels for additional residential purposes.

V. no person shall install any pump, piping device, apparatus, or other such system for discharging sump pump effluent into a public right-of-way without approval of the Warren County Engineer.

W. one free standing radio tower or television antenna will be permitted on lots only and shall be constructed within two (2) feet of the building. No television antenna or radio tower, either free standing or roof construction type, shall be permitted to extend more than twelve (12) feet above the ridge lines of the adjacent roof or the ridge line of the roof upon which it is constructed.

Section 11. Duration. These restrictions shall remain in full force and effect until the year 2010, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated in year 2010, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Recorder of Warren County, Ohio, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect.

Article 7
Officers

Section 1. Enumeration of Officers. The officers of this Association shall be at least a President, a Secretary and a Treasurer. The same person may not hold the office of President and Secretary. The Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Directors may from time-to-time determine. All officers must be Members of the Association, but they need not be Directors.

Section 2. Selection and Term. The Directors shall elect the officers of the Association, who shall serve until their successors are elected or until their resignation, removal or death.

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

Section 4. Duties. The duties of the officers shall be as follows, unless the Directors otherwise determine by resolution.

- A. **President.** The President shall preside at all meetings of the Directors, shall have the authority to see that orders and resolutions of the Directors are implemented; shall sign all deeds, easements, assessment liens, pleadings, affidavit and written agreements; and be a signatory on all bank accounts.
- B. **Secretary.** The Secretary shall record the votes and keep the minutes and proceedings of the meetings of the Directors and of the Members; serve notice of meetings of the Directors and of the Members; keep appropriate current records showing the names and addresses of the Association's Members; and shall act in the place and stead of the President in the event of the President's absence or refusal to act.
- C. **Treasurer.** The Treasurer, through direct action or supervision of an administrator, shall receive and deposit and/or invest monies of the Association as directed by the Directors, disburse such funds as directed by resolution of the Directors, be a signatory on all bank accounts, maintain proper books of account, prepare an annual budget; and prepare a statement of income and expenditures for presentation to the Members at the annual meeting.

Article 8
Committees

1. The Directors shall appoint an Architectural Standards ("AS") Committee of at least three Voting Members. The AS Committee shall serve such purposes as is provided for in the

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Protective Covenants and Restrictions. The AS Committee shall publish any adopted revisions presented to the membership and accepted through a quorum vote.

2. All of the owners of lots in Woodland Greens Two, Section Seven, shall be members of the Maintenance Committee to serve such purposes as provided for in the Protective Covenants and Restrictions. All expenses incurred by the Maintenance Committee or by the Association on the behalf of or to benefit the members of the Maintenance Committee shall be borne by and the responsibility of the members of the Maintenance Committee.

3. The Directors shall appoint such other committees as they deem appropriate in carrying out the Association's purposes. Other than the AS Committee and the Maintenance Committee, a committee may consist of one person. An evenly divided vote of Committee members shall serve to defeat the matter.

4. During such times when the AS Committee does not exist, all applicable powers and duties contained in the "Woodland Greens Homes Association Protective Covenants and Restrictions" and this document revert to and are fully vested in the Board of Directors.

Article 9 **Indemnification of Directors and Officers**

Section 1. A Director or an Officer shall not be liable to the Members for any mistake of judgment, or negligent act, except there shall be liability for a Director's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Directors and Officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney's fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Director or Officer, except as to matters as to which the Director or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be an expense of the Association. In the event of any settlement indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Director or Officer has not been guilty of willful misconduct or bad faith as a Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated by the Association as an expense of the Association. Nothing in this section shall be deemed to obligate the Association to indemnify any Member, who is or has been a Director or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Director or Officer.

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Article 10
Books and Records

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances for inspection by Members, and the holders and insurers of first mortgages on Lots. The Association shall have available for inspection by Members, lenders and their insurers, and prospective purchasers, current copies of the Association's organization documents and its By-Laws.

Article 11
Audits

Upon written request to the Association by an institutional first mortgagee of a Lot or its insurer, or by a majority of the Voting Members at a duly called meeting, the Directors shall cause an audit to be prepared of the Association's preceding fiscal year. The Association shall furnish a copy of the audit to any Member of the Association, any institutional first mortgagee of a Lot, or its insurer. The Association need not furnish an audited statement earlier than one-hundred-twenty days following the end of such fiscal year. If the audit is prepared at the request of an institutional first mortgagee of a Lot or its insurer, the mortgagee or insurer shall pay the costs associated with the audit.

Article 12
Fiscal Year

The Association's fiscal year shall begin on the first day of January and end on the 31st day of December of every year.

Article 13
Amendments

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the members of the Association by a majority vote of the Voting Members present at the meeting in person or by proxy.

Article 14
Conflicts

In the case of any conflict between the provisions of the Plat Restrictions and these By-Laws, the By-Laws shall control.

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Article 15
Construction

The Board shall have the right to construe the provisions of these By-Laws, as amended and restated on March 26, 2007, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of these By-Laws.

Article 16
Invalidity

The determination by a court of competent jurisdiction that any provision of these By-Laws, as amended and restated on March 26, 2007, is invalid for any reason shall not affect the validity of any other provision hereof.

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IN TESTIMONY WHEREOF, the undersigned, being the President of the Association, certifies that, pursuant to Article X, Section 2 of the By-Laws, that the By-Laws were repealed and new By-Laws adopted at a meeting of the members of the Association held on March 26, 2007 at which a majority of the members present at the meeting in person or by proxy voted affirmatively to adopt the preceding Amended and Restated By-Laws.

**WOODLAND GREENS HOMES
ASSOCIATION, INC.**

By: J. R. Geraci, President