

BYLAWS
OF
GLENWOOD GREENS HOME OWNERS ASSOCIATION

This Instrument Prepared by:

Kurant Wachter Co., LPA
30195 Chagrin Boulevard, Suite 300
Cleveland, Ohio 44124
vox 216.292.3300
fax 216.292.3340

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**GLENWOOD GREENS OWNERS ASSOCIATION
BYLAWS**

These Bylaws are executed and attached as Exhibit "A" to the Declaration of Covenants and Restrictions for Glenwood Greens Home Owners Association (AAssociation@). Their purpose is to provide for the establishment of a homeowners association for the government of the Glenwood Greens Development in the manner provided for by the Declaration and these Bylaws. All present and future Lot Owners, tenants, their employees, or any other person who might use the facilities of the Property in any manner shall be subject to the covenants, provisions, or regulations as contained in the Declaration and these Bylaws, and such persons shall be subject to any restriction, condition, or regulations hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Lots and Homes located within the Property described in the Declaration, or the mere act of occupancy of any of the Lots will constitute acceptance and ratification of the Declaration and these Bylaws and the rules and regulations adopted pursuant thereto.

ARTICLE I: THE ASSOCIATION

Section 1 Name and Purpose of the Association.

The name of this Association is Glenwood Greens Home Owners Association and its sole purpose shall be to manage, govern and control the Property known as Glenwood Greens Development and Owners of Lots therein, in accordance with the Declaration of Covenants and Restrictions for the Association and in accordance with these Bylaws. The Association has been incorporated under the laws of the State of Ohio as a nonprofit corporation.

Section 2 Membership

Each Lot Owner upon the acquisition of title to a Lot, shall automatically be a Member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of their Lot, at which time the new Owner of such Lot shall become a Member of the Association.

When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such person shall collectively be counted as a single Member and entitled to one (1) vote for each such Lot, which vote shall be exercised collectively.

Section 3 Voting:

Except as provided in Article III, Section 3 of the Declaration, each Lot Owner shall have equal voting power. This voting power can be exercised by the Owner or Owners of a Lot,



his or her heirs, assigns, devisees, or personal representatives, subject to Article III, Section 1 of the Declaration.

Section 4 Organization.

The Association shall be established not later than the date the deed to the first Lot sold in the Property is filed for record. Until the Association is organized and 56 of the Lots are conveyed by the Developer, the Developer shall act in all instances where action of the Association, its Board of Managers (hereinafter sometimes referred to as the "Board") or its Officers is authorized or required by law or by the Declaration. The Developer may elect to have Owners on the Board prior to the sale of 56 Lots.

Within thirty (30) days after the earlier of (a) the end of the five (5) year period commencing with the establishment of the Association (which date shall be the date of the filing for record of the deed or other evidence of ownership following the first sale of a Lot); or, (b) the date of the sale of the Lot by which the Developer has conveyed all of the Lots, the Association shall meet and elect all three (3) Members of the Board and the Board shall then elect new Officers of the Association. All persons previously elected or designated as Members of the Board, whether by the Developer or by other Lot Owners, shall immediately resign; however, persons previously elected are eligible for reelection to the Board. This election meeting shall be the first Annual Meeting of the Association.

Section 5 Meetings.

5.1 Annual Meeting. There shall be an annual meeting of the Lot Owners held in Summit County, Ohio at least once each year at a time and place determined by the Board then in office. At the Annual Meeting, the Lot Owners shall elect the necessary Member or Members to the Board for the year ensuing. At the Annual Meeting any matters concerning the welfare of the Lot Owners may be discussed and referred to the Board for proper action. At the Annual Meeting, the President, Vice President and Secretary-Treasurer shall submit reports in writing for the year just ending, which report shall be read to the Lot Owners. The Annual Meeting shall be presided over by the President, Vice President or Secretary-Treasurer in that order.

5.2 Special Meetings. Special Meetings may be called by the President, Vice President or Secretary-Treasurer, or by Lot Owners constituting at least fifty percent (50%) of the voting power, by written notice mailed to each Lot Owner at least ten (10) days prior to such meeting, the time and place for which must be shown in such notice. Notice of such meeting may be waived in writing by those entitled to notice. Special Meetings shall be presided over and conducted by the President, or in his or her absence, the Vice President or Secretary-Treasurer in that order. Unless otherwise

indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

5.3 Actions Without a Meeting. All actions which may be taken at a meeting of the Association (except the removal of Officers) may also be taken without a meeting provided the consent of each Member of the Association is obtained, in writing, and signed by each such Member, and such written consent shall be filed with the minutes and proceedings of the Association.

5.4 Proxy. Members may vote or act either in person or by proxy. A person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on their behalf shall be made in writing to the Secretary-Treasurer of the Association and shall be revocable at any time.

5.5 Quorum. To constitute a quorum at the Annual Meeting, or any Special Meeting, at least fifty percent (50%) of the voting power of the Association must be present; if not a majority present, may adjourn the meeting to a day certain.

ARTICLE II: BOARD OF MANAGERS

Section 1: Number and Qualifications.

The Board shall consist of three (3) persons, all of whom must be Owners of a Lot.

Section 2: Election of the Board.

The Members of the Board shall be elected at each Annual Meeting of the Members of the Association, or at a Special Meeting called for the purpose of electing Board Members. At meetings of Members of the Association at which Managers are to be elected, only persons nominated as candidates and receiving the greatest number of votes shall be elected.

Section 3: Term of Office; Compensation.

At the first Annual Meeting of the Members of the Association, the term of office of the three (3) Members of the Board to be elected shall be as follows: One (1) Board Member shall be elected for a term of one (1) year; one (1) Board Member shall be elected for a term of two (2) years; and one (1) Board Member shall be elected for a term of three (3) years. Thereafter, all Board Members elected shall serve three (3) year terms until a successor is elected, or until such Board Member's earlier resignation from office, removal from office, or death. Members of the Board shall serve without compensation.

Section 4: Vacancies and Resignations.

In the event of the occurrence of any vacancy or vacancies in the Board, the remaining Board Members, though less than a majority of the authorized number of Board Members, may, by the vote of a majority of their number, fill any vacancy for the unexpired term. Any Board Member may resign at any time by written statement to that effect delivered to the Secretary-Treasurer of the Association, such resignation to take effect immediately or at such other time as the Board Member may specify.

Section 5: Powers and Duties.

The Board shall have the duty to direct the management of the operation of the Common Areas and Facilities and exercise the powers of the Association, except as otherwise provided in these Bylaws or in the Declaration, and shall also have such other powers as shall be delegated to it by the Association.

Section 6: Annual Organizational Meeting.

Immediately after each Annual Meeting of the Members of the Association, the newly elected Board Members, and those Board Members whose terms hold over, shall hold an Organizational Meeting for the purposes of electing Officers and transacting any other business. Notice of such meeting need not be given.

Section 7: Regular Meetings.

Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board Members, but at least four (4) such meetings shall be held during each fiscal year. Such meetings shall be held within Summit County, Ohio unless otherwise agreed to.

Section 8: Special Meetings.

Special Meetings of the Board may be held at any time upon call by the President or any two (2) Board Members. Notice of the time and place of each meeting shall be given to each Board Member, either by personal delivery, or by mail, facsimile, telegram, or telephone at least two (2) days before the meeting. If two day notice is given by telephone, a written follow-up notice should subsequently also be given, but said follow-up written notice may be within two days of the meeting. Said notice need not specify the purpose of the meeting; provided, however, that attendance of any Board Member at any such meeting without protesting prior to or at the commencement of the meeting, shall be deemed to be waiver of notice by him. Such notice may be waived in writing, either before or after such meeting, by any Board Member, which writing shall be filed with or entered upon the records of the



meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

Section 9: Actions Without a Meeting..

All actions which must be taken at a meeting of the Board (except removal of an Officer) may be taken without a meeting with the unanimous consent in writing of all the Members of the Board. Such writing, signed by each Member of the Board, shall be filed with the minutes and proceedings of the Board.

Section 10: Quorum.

A quorum of the Board shall consist of a majority of all the Members of the Board being present at any meeting duly held. Whether or not a quorum is present, any meeting may be adjourned from time to time; if any meeting is adjourned, notice of such adjournment is fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration and these Bylaws.

Section 11: Removal Procedure.

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

Section 12: Bond and Insurance Required.

The Board shall require that all Officers and employees of the Association handling or responsible for Association funds furnish adequate Financial Responsibility Bonds. If funds are being handled by a professional management company who is adequately bonded, then no bond will be required of any officer or Board Member. The Association shall also provide Officers and Directors insurance for all Board Members. Premiums on such bonds or insurance shall be paid by the Association and shall be a common expense.

Section 13: Indemnification of Board Members and Officers.

13.1 In General. The Association shall indemnify any Board Member or Officer of the Association, or any former Board Member or Officer of the Association, and/or

their respective heirs, executors, and administrators against all reasonable expenses, including attorney's fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him or her in connection with the defense of any pending or threatened action, suit, criminal proceeding, or civil proceeding to which he or she is or may be made a party by reason of being, or having been, such Board Member or Officer of the Association; provided it is determined in the manner hereinafter set forth that:

13.1.1 Such Board Member or Officer of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of misconduct in the performance of his or her duty to the Association; and,

13.1.2 Such Board Member acted in good faith in what he or she reasonably believed to be in, or not opposed to, the best interest of the Association (reliance on legal counsel's opinion shall be presumed to be good faith); and,

13.1.3 In any criminal action, suit, or proceeding, such Board Member had no reasonable cause to believe that his or her conduct was unlawful; and,

13.1.4 In case of settlement, the amount paid in the settlement was reasonable.

The determinations hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of this legal counsel, to the extent that a Board Member or Officer has been successful in defense of any action, suit, proceeding, claim, issue, or matter, he or she shall, in that event, be indemnified as set forth above herein.

13.2 Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

13.3 Indemnification Not Exclusive. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, Declaration, or Bylaws of the Association, any other rules and regulations of the Association., any agreement with or insurance provided by the Association or otherwise.

13.4 Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board Member or Officer of the Association against any

liability asserted against him or her or incurred by him or her in such capacity or arising out of his or her status as a Board Member or Officer of the Association.

13.5 Indemnification by Lot Owner. The Board Members and Officers of the Association shall not be personally liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The Lot Owners shall indemnify, defend, and hold harmless each of the Board Members and Officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board Member or Officer of the Association shall provide that such Board Member or Officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder, except as a Lot Owner.

13.6 Cost of Indemnification. Any sum paid or advanced by the Association under this Section shall constitute a Common Expense. The Board shall have the power and responsibility to raise, by Special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Lot Owner arising out of the contract made by any Board Member or Officer of the Association, or out of the aforesaid indemnity in favor of such Board Member or Officer of the Association shall be limited to said Lot Owner's fractional percentage of ownership interest in the Common Areas and Facilities. (For example, an Owner of a single Lot, out of 24 total Lots, has a 1/24 portion of ownership interest.)

ARTICLE III: OFFICERS

Section 1: Election of Officers; Appointments

At the Annual Organizational Meeting of the Board, held after the Annual Meeting of the Home Owners Association, if a quorum shall be present, the Board shall elect Officers and employees as it shall determine. The Board may also appoint an executive committee or any special committees. The Officers of the Association shall be a President, Vice President and Secretary-Treasurer, all of whom shall be Members of the Board.

Section 2: Term of Office, Removal, Vacancies.

The Officers of the Association shall be elected for a term of one (1) year by the Board and shall serve until their successors are elected and qualified. Any Officer or employee elected or appointed by the Board may be removed at any time upon a vote of a majority of the



Board. Any vacancy in any office may be filled by the Board upon a vote of a majority of the Board then remaining.

Section 3: Powers and Duties.

The President shall conduct all meetings of the Association and of the Board; the Vice President or the Secretary-Treasurer, in that order, shall act in the absence of the President. The Secretary-Treasurer shall keep the minutes of the Association and the Board meetings, shall handle the financial affairs of the Association, including the deposit of funds, shall write and sign checks for the legitimate expenses of the Association as authorized by the Board, and shall prepare and maintain all record. The Board may delegate the financial responsibilities of the Association to a professional management company whose employees should be appropriately bonded.

ARTICLE IV: MAINTENANCE AND PERMANENT IMPROVEMENTS

Section 1: Expenditures Paid from Maintenance Funds.

The Association shall acquire and shall pay out of the maintenance fund hereinafter provided the following for the benefit of all Owners:

1.1 Utility Service - Common Areas and Facilities. Water, waste removal, electricity, or any other necessary utility service for the Common Areas and Facilities, but not for an individual Lot.

1.2 Insurance.

1.2.1 Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

1.2.2 Liability Insurance. A policy or policies insuring the Association, the Members of the Board, the Owners, their invitees or tenants, and mortgagees of any Ownership interest against any liability for personal injury or property damage arising from or incident to the Ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually.

1.2.3 Workers' Compensation. Workers' Compensation insurance to the extent necessary to comply with any applicable law.

1.2.4 Board Member and Officer Liability Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board Member or Officer of the Association against any liability asserted against him or her or incurred by him or her in such capacity or arising out of his or her status as a Board Member or Officer of the Association, the limits of which policy shall be reviewed annually.

1.3 Wages and Fees for Services. The services of any person or firm employed by the Association, including the services of any person or persons required for the maintenance of or operation of the Common Areas and Facilities, and legal and accounting services as necessary or proper for the operation or enforcement of the Declaration and these Bylaws and for the organization, operation, and enforcement of the rights of the Association.

1.4 Care of Common Areas and Facilities. Care and maintenance of the Common Areas and Facilities may include the following:

1.4.1 installation, maintenance, alteration, replacement, and removal of landscaping within the Common Areas and Facilities including, but not limited to, the cutting of lawn areas, the fertilization of all lawn and other plantings, the mulching, watering, weeding, and maintenance of planting beds, and the pruning of trees, plantings, and hedges; and

1.4.2 maintenance of street lights and private streets and sidewalks (excluding driveways extending from a private street to a dwelling's garage); and

1.4.3 maintenance of all other improvements existing within the Common Areas and Facilities, including compliance with the maintenance schedule for the water quality pond; and

1.4.4 snow plowing of private streets (including driveways extending from the private street to a dwelling's garage).

1.5 Certain Maintenance of Lots. The Association shall provide lawn cutting services for lawn areas of Lots (as defined in Article V, Section 2(a)(iii)(1) of the Declaration) not enclosed by a fence, hedge, or other enclosure impeding access. This shall not include mulching, weeding or maintenance of planting beds or trees. It shall be the duty of the Lot Owner to assure that the lawn area of their Lot is free of items that would impede lawn cutting (toys, bicycles, furniture, etc.) The Association shall also provide maintenance and repair of any Lot, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas and

Facilities, or any other portion of a building, and the Owner or Owners of said Lot have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Association to said Owner or Owners. In such instance, the Association shall levy special assessments against such Lot Owner for the cost of said maintenance or repair. The Board may determine to delete this service unless otherwise determined by 75% of the Members.

1.6 Certain Utility Services to Lots. The Association may pay from the maintenance fund for water, waste removal and/or utilities which are not separately metered or otherwise directly charged to Lot Owners. However, the Association may discontinue such payment at any time, in which case each Owner shall be responsible for direct payment of his or her share of such expenses as shall be determined by the Board of the Association. The Association, as shall be determined by the Board, reserves the right to levy additional assessments against any Owner to reimburse it for excessive use of any utility service, the expense of which is charged to the maintenance fund.

1.7 Capital Additions and Improvements. The Association's powers hereby enumerated shall be limited in that the Association shall have no authority to acquire and pay out of the maintenance fund for any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these Bylaws) having an annual total cost of in excess of Fifteen Hundred Dollars (\$1,500.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Common Areas and Facilities requiring an expenditure in excess of Fifteen Hundred Dollars (\$1,500.00) without in each case having the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association.

1.8 Discharge of Mechanic's Lien. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the Common Areas and Facilities, it being understood, however, that the foregoing authority shall not be in limitation of any statutory provision relating to the same subject matter.

1.9 Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, insurance, or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws, or which in its opinion shall be necessary or proper for the maintenance and operation of the Common Areas and Facilities as a "first class" development, or for the enforcement of the Declaration and these Bylaws.

Section 2: Limitations on Contracts.

Neither the Association nor the Board shall enter into a contract for professional management of the affairs of the Association for a period exceeding three (3) years, and such a contract must provide for termination by either party, without cause and without termination fee, on ninety (90) days notice.

ARTICLE V: GENERAL POWERS OF THE ASSOCIATION

Section 1: Rules and Regulations

The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations, and from time to time amend the same, such rules and regulations supplementing the rules and regulations as set forth in the Declaration and these Bylaws, 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 Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the Property shall at all times be maintained subject to such rules and regulations. In the event that such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 2: No Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all the Owners or any of them.

Section 3: Special Services.

The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or occupants as they may desire to pay for, including without limitation, cleaning, repair, and maintenance of Lots. Reasonable fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Owners, or paid for from the maintenance fund and levied as a special assessment due from the participants.

Section 4: Association's Right to Enter Lots.

The Association or its agents may enter into any Lot when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable, and any

damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund.

ARTICLE VI: ADMINISTRATIVE RULES AND REGULATIONS

Section 1: Adoption.

The Board may adopt and amend rules and regulations governing the operation and use of the Property not in conflict with the Declaration or these Bylaws, or those adopted by the Members pursuant to Article V, Section 1 above, by a vote of a majority of the Members of the Board.

Section 2: Amendments.

Such rules and regulations may be amended from time to time by a majority vote of the Members of the Board, or by a vote of more than fifty percent (50%) of the voting power of the Home Owners Association at its Annual Meeting or at any Special Meeting.

ARTICLE VII: OWNERSHIP OF LOTS

Section 1: Lot Ownership

Ownership of a Lot includes the right to exclusive possession, use, and enjoyment of such Lot, including all improvements thereon.

Section 2: Lot Use.

Each Lot shall be used and occupied only as a private dwelling by the Owner or their tenant. Each Lot, or any part thereof, shall not be used for any other purpose, except as provided for in the Declaration. Each Owner, their tenant, or any other occupant of the Lot, shall respect the comfort and peace of mind of their neighbors, as well as other occupants of the Property. Each Owner shall not do, or permit to be done, or keep in the Lot, anything, or cause anything to be done which shall be a nuisance, annoyance, inconvenience, or cause damage to any Lot, the Common Areas and Facilities, or any occupants of the Property.

Section 3: Exclusive Use of Lots.

Each Lot Owner shall have the exclusive use of their Lot.

3.1 **Parking.** Garages shall be used for the parking of passenger and nonpassenger vehicles and no vehicle shall be permanently parked in the driveway.

No trucks, trailers, boats, or recreational vehicles shall be permitted to be stored overnight anywhere on the Property except in an enclosed garage.

3.2 Landscaping. The Lot Owner, at their cost, shall have the right to:

3.2.1 plant and maintain flowers and shrubs in the front, rear and side of their Lot; and

3.2.2 undertake such landscape improvements as the Owner may desire in the rear of their Lot, including the installation of walks, landscape structures, and children's play equipment which the Owner must maintain.

Section 4: Other Improvements to Lots.

Each Lot Owner may, with the approval of the Board of Managers and upon obtaining such permits as may be required by the municipality, make the following improvements within their Lot:

4.1 Fences and Walls. Privacy fences and walls may be installed to the rear or side of the Lot only. Where any portion of the Lot is enclosed by a fence or wall, the maintenance of the area so enclosed shall become the sole responsibility of the Lot Owner. All costs associated with the installation and maintenance of fences or walls installed by a Lot Owner shall be the sole responsibility of the Lot Owner.

4.2 Decks and Patios. Decks and patios may be constructed only to the rear or the side of the Lot.

4.3 Exterior Changes, Alterations, or Additions. All modifications, changes, alterations, replacements, and additions to the exterior of a dwelling, including, but not limited to, installation of any sign, awning, canopy, screen, shutter, external or outside antenna of any kind, sunroom, addition, skylight; or replacement of any window, door, siding material, roofing material; or alteration of any exterior material or change in any color of any exterior material shall not be permitted without the prior written consent of the Board of Managers.

4.3.1 Procedures

4.3.1.1 Any Lot Owner wishing to undertake any action that shall alter the external appearance of the dwelling upon their Lot shall submit to the Board such plans, elevations, and exterior material and color specifications, and site plan of the Lot showing the relationship of a proposed addition to the



dwelling, adjacent dwellings and Lots, as are required to fully convey to the Board the scope and pertinent details of the alteration. (A copy of the existing plat of the Property may be obtained from the Association's Management Company, or from the County Auditor.) The Board of the Association, which shall review the proposed alteration in accordance with the standards stated below, and shall either approve the proposal, with or without conditions, or disapprove the proposal. The Board's action shall be reported to the Lot Owner within thirty (30) days of receipt of the application, and a record of the Board's action shall be kept as part of the records of the Association .

4.3.1.2 Upon approval of the Board, the Lot Owner must obtain any building and zoning permits required. A copy of the Board's approval should be included with the Lot Owner's building permit application, as it is the municipality's policy not to approve any building permits for alterations within areas governed by a Home Owners Association without the approval of the Board.

4.3.2 Location Standards.

Porches and additions may be located only within the rear and side of a Lot.

4.3.2.1 Porches and additions shall be located and designed so as not to interfere with the use, enjoyment, or privacy of the adjacent Lot Owners.

4.3.2.2 Porches and additions shall be located in accordance with the minimum setback for a Dwelling.

4.3.3 Design and Construction Standards. All construction shall conform to the requirements of the local Building and Zoning Codes.

ARTICLE VIII: DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1: Obligation of Owners to Pay Assessments.

It shall be the duty of every Lot Owner to pay his or her proportionate share of the expenses of administration, maintenance, and repair of the Common Areas and Facilities, and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his

or her fractional percentage of ownership interest in the Common Areas and Facilities. (For example, an Owner of a single Lot, out of 56 total Lots, has a 1/56 portion of ownership interest.) Payment thereof shall be in such amount, and at such times, as may be determined by the Board of the Association, as hereinafter provided.

Section 2: Preparation of Estimated Budget.

Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15th, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's fractional percentage of ownership interest in the Common Areas and Facilities. (For example, an Owner of a single Lot, out of 56 total Lots, has a 1/56 portion of ownership interest). The entire general assessment shall be due as of January 1st of each year, however, if the Member is not in default, the assessment made be paid in monthly installments, the first being payable on January 1st of the year, and the balance on the 1st day of each and month of said year. On or before the date of the Annual Meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expense for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves.

Any amount accumulated in excess of the amount required for actual reserves and expenses shall be credited according to each Owner's fractional percentage of ownership in the Common Areas and Facilities to the next monthly installment due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's fractional percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering the accounting.

Section 3: Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board shall prepare an estimate of the additional cash requirements then necessary or necessary for the balance of the year, which additional amount shall be assessed to the Owners according to each Owner's percentage of ownership in the Common

Areas and Facilities. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessments shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted monthly payment.

Section 4: First Year Budget.

When the first Board elected hereunder takes office, the Board shall determine the "estimated cash requirement,@ as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which the said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article.

Section 5: Failure to Prepare an Annual Budget.

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the existing monthly rates established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall be mailed or delivered.

Section 6: Books and Records of Association.

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

Section 7: Status of Funds Collected by the Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for adjustments as may be required to reflect delinquent or unpaid assessments), shall be deemed to be held for the use, benefit, and account of all of the Owners in proportion to each Lot Owner's fractional percentage of ownership interest in the Common Areas and Facilities as provided herein.

Section 8: Bank Accounts and Developer's Obligation to Pay Assessments.

Monthly assessments shall be deposited with a bank or savings and loan association having its principal offices in Northeastern Ohio. The Developer shall pay his proportionate share of the monthly assessments to the Association for each Lot which the Developer then owns until such time as the Developer sells such Lot. The Developer's assessment for each Lot owned shall include snow removal charges, insurance premiums and reserves, but shall not include any charges for lawn care or snow removal for driveways unless the lot has been landscaped and the driveway installed.

Section 9: Annual Audit.

The books of the Association shall be reviewed once a year by the Board, and such review shall be completed prior to each annual meeting. If requested by two (2) Members of the Board, a review audit shall be made by a Certified Public Accountant. In addition, and at any time requested by the Owners of at least fifty percent (50%) of the Lots, including the Developer if it be an Owner, the Board shall cause a certified audit to be made at the Association's expense.

Section 10: Remedies for Failure to Pay Assessments.

If any Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the entire balance of the annual assessment shall be payable and the Association may bring suit to enforce collection thereof, or to foreclose the lien therefore, as provided in the Declaration, and there shall be added to the amount due the cost of said suit, together with interest at the rate of 10% per annum, reasonable attorney's fees, and other costs of collection. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments, and interest, costs, and fees, as above provided, shall be and become a lien or charge against the ownership interest of the Lot Owner involved when payable, and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the Members of the Board and their successors in office, acting on behalf of the other Lot Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Any encumbrancer may from time to time request, in writing, a written statement from the Board setting forth the unpaid common expenses with respect to the Lot covered by his or her encumbrance, and unless the request shall be complied with within fifteen (15) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. A first mortgagee, upon written request, will be entitled to written notification from the Board of any default in the

performance by an individual Lot Owner of any obligation under the Home Owners Association's documents which is not cured within sixty (60) days. Any encumbrancer holding a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot, and upon payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of the encumbrance so paid.

ARTICLE IX: GENERAL PROVISIONS

Section 1: Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2: Severability.

The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of these Bylaws.

ARTICLE X: NOTICES AND DEMANDS

Any notice by the Board to a Lot Owner shall be deemed to be given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by ordinary mail postage prepaid, addressed to him at the Lot owned by such Lot Owner. Any notice by a Lot Owner to the Board shall be deemed to be duly given, and any demand upon the Board shall be deemed to have been duly made, if in writing, and delivered to an Officer of the Home Owners Association .

ARTICLE XI: DEFINITIONS

The Definitions contained in the Declarations of Covenants and Restrictions of Glenwood Green Home Owners Association are hereby incorporated by reference and apply to these Bylaws as if fully rewritten herein.

ARTICLE XII: AMENDMENTS

These Bylaws may be amended from time to time at an Annual or Special Meeting of the Home Owners Association by an affirmative vote of not less than seventy five percent (75%) of the Voting Power.

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

AFFIDAVIT OF FACTS

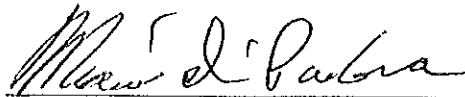
MARIO DIPADOVA, being first duly sworn, deposes and states as follows:

1. I am the President of the Glenwood Greens Homeowners Association.
2. On October 21, 2008, the Declaration of Covenants and Restrictions for ^{Green} Glenwood/Cluster Development (the "Declaration") was recorded in Summit County and assigned Summit County Ohio Instrument No. 55579192.
3. A true and correct copy of the Declaration is attached hereto as Exhibit "A."
4. At the time the Declaration was recorded, the Bylaws Of Glenwood Greens Homeowners Association (the "Bylaws") was inadvertently omitted from the filing.
5. A true and correct copy of the Bylaws is attached to the Declaration as part of Exhibit "A."
6. In order to correct the oversight of failing to file the Bylaws with the Declaration, the Glenwood Greens Homeowners Association hereby re-submits, for filing and recordation, the Declaration and Bylaws.

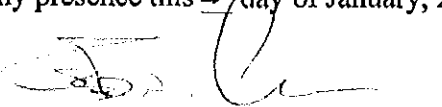
U.S. Title
1301 E. Ninth St.
Suite 2310
Cleveland, OH 44114

EW

FURTHER AFFIANT SAYETH NAUGHT.


Mario DiPadova

Sworn to and subscribed in my presence this 23 day of January, 2013.


Notary Public
FRED N. CARMEN, A.G.
NOTARY PUBLIC, STATE OF OHIO
My commission expires 01/01/2013

FRED N CARMEN
NO EXP.