

**BY-LAWS
OF
THE GREENS AT THE VILLAGES OF WETHERINGTON
CONDOMINIUM ASSOCIATION, INC.**

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BY-LAWS
OF
THE GREENS AT THE VILLAGES OF WETHERINGTON
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is The Greens at The Villages of Wetherington Condominium Association, Inc. ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit owners' association for The Greens at The Villages of Wetherington Condominiums. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit owners (members) and of the Directors (Board of Directors) of the Association shall be at such place in Wayne County, Ohio as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meaning as set forth in the Declaration of The Greens at The Villages of Wetherington Condominiums, ("the Declaration"), recorded simultaneously with the Recorder of Wayne County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established from time to time by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. A written notice of every meeting of the Association (including the annual meeting) stating the time, place and purposes thereof shall be given by the Secretary or Person authorized to call the meeting not less than five days before such meeting. Such notice shall be deemed to be sufficiently made when delivered personally or when deposited in the United States mail addressed to the Unit owners at their addresses appearing on the records of the Association with postage prepaid. Attendance by a Unit owner at a meeting, without objection prior to or at the commencement of such meeting, shall constitute a waiver of notice of such meeting. Notice of such meeting may also be waived in writing, whether executed before, at or after such meeting. The Unit owners shall not be entitled to receive notice of meetings of the Board of Directors.

Section 5. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial directors shall be those three Persons named as the initial Director in the Articles, or such other Person or Persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to exercise under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Directors, after not less than three (3) days' notice of each Director.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, the Directors may waive notice of such meeting in writing which shall be deemed equivalent to the giving of such notice.

Section 10. Quorum. The presence of a majority of the Directors at any meeting shall constitute a quorum for such meeting. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

Section 11. Voting Power. Each Director shall be entitled to one vote. Except as otherwise provided in the Condominium Organizational Documents, or by law, each question properly before the Board at any meeting where a quorum is present shall be decided by a majority vote of the Directors.

Section 12. Action in Writing Without Meeting. Any action that could be taken by the Board 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 13. Powers. The Board shall exercise all powers and authority, under law and under the provisions of the Condominium Organizational Documents that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board 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 Condominium Organizational Documents;

(b) obtain insurance coverage no less than that required pursuant to the Declaration;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) repair, maintain and improve the Common Elements;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit owners, Occupants and their guests thereon, and establish penalties for the infraction thereof;

(g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational documents);

(h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed (not to exceed \$10,000.00), and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

(m) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

(i) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit owners and related to matters affecting the Condominium Property;

(iii) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(iv) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners; and

(v) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half or more of the voting power of Unit owners;

- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessment against each Unit;
 - (ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

Section 15. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee

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

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

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

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any Person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their

own willful misconduct or bad faith. The Association's and Unit owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as a Unit owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Unit owner's pro rata share bears to the total percentage interest of all the Unit owners as Association members.

ARTICLE V

OFFICERS

Section 1. Offices and Term. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected for a term of one (1) year by the Board at its annual meeting which shall be conducted immediately following the annual meeting of the Association. No officer need be a member of the Association nor need be a Director. The same Person may hold more than one office.

Section 2. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time determine.

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

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

(a) President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, 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 shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account, specifying all receipts, expenditures and disbursements and showing the allocation, distribution and collection of all funds and the same shall be open for inspection by any Unit owner, or a representative authorized by him in writing, at such reasonable time or times as may be requested by such Unit owner. The Association shall keep and maintain correct and complete minutes of the proceedings of the Association and

the Board of Directors, and records of the names and addresses of the Unit owners and their respective percentages of interest in the common elements.

ARTICLE VIII

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE IX

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.