

WOODBROOKE CONDOMINIUM OWNERS' ASSN., INC
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**REVISED BYLAWS OF
WOODBROOKE CONDOMINIUM
OWNERS' ASSOCIATION, INC.**

*Revised Bylaws include amendments #1 thru #4, and updated Ohio Revised Code, Chapter 5311
Entitled Condominium Property - Revisions effective thru 11-28-07*

The within Bylaws are adopted for use of Woodbrooke Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a unit owners association for the government of the condominium property in the manner provided by the Declaration and by these Bylaws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the condominium property in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws, and shall be subject to any restriction, condition or administrative regulations hereafter adopted by the Board of Trustees of the Woodbrooke Condominium Owners' Association, Inc. The mere acquisition, rental or lease of any of the family units, hereafter called "units" located within the condominium property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these Bylaws.

ARTICLE 1: THE ASSOCIATION

- A. Name and Nature of Association. The Association shall be called WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION, INC, hereafter called "Association".
- B. Membership. Each unit owner upon acquisition of title to a unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner of such unit shall automatically become a member of the Association.
- C. Voting Rights. There shall be one voting member for each unit. Such voting member may be the owner or the group composed of all the owners of a unit. The total number of votes of all voting members shall be one hundred, and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements appurtenant to his or their unit ownership as set forth in the Declaration.
- D. Proxies. Members may vote or act in person or by written proxy. The 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 his or their behalf shall be made in writing to the Board of Trustees of the Association and shall be revocable at any time by actual notice to the Board of Trustees by the member or members making such designation. Notice to the Board of Trustees in writing or in open meeting of the revocation of the Declaration of a proxy shall not affect any vote or act previously taken or authorized. No proxy shall be valid for more than three years from date of execution.

E. Meeting of Members.

1. Establishment of Association. The Association shall be a continuation of the entity as it existed prior to its incorporation.

2. Annual Meeting: The annual meeting of members of the Association for the election of members of the Board of Trustees, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting, shall be held at the office of the Association, or at such other place as may be designated by the Board of Trustees and specified in the notice of such meeting at a time specified in such notices. The annual meeting of members of the association shall be held in the same month as the first annual meeting in each successive year at a time and place to be specified in a written notice from the Board of Trustees. If the Board of Trustees does not establish a time and place for meeting, then the meeting shall be on the last day of the month aforesaid at 7:00 pm, if not a legal holiday, and if a legal holiday, then on the next succeeding business day at the same time.

3. Special Meetings: Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Trustees of the Association, or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Request for a special meeting shall be in writing and shall indicate the matter or matters to be discussed or upon which action is to be taken. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven nor more than sixty days after the receipt of such request as such officer may fix. If such notice is not given within thirty days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at the office of the Association or at such other place as shall be specified in the notice of the meeting

4. Notices of Meetings: Not less than ten (10) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association, or by any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a unit of record as of the day next preceeding the day on which the notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. If mailed, notice shall be deemed complete upon placing same in US Mails, postage prepaid. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

5. Quorum: Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed within thirty days and announced at such meeting.

F. Order of Business: The order of business at all meetings of members of the Association shall, unless agreed upon by those voting members present by person or proxy, be as follows:

1. Calling of meeting to order
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Reports of officers
5. Reports of committees
6. Election of inspectors of election
7. Election of Trustees
8. Unfinished and/or old business
9. New business
10. Adjournment

ARTICLE II: BOARD OF TRUSTEES

A. Number and Qualification: The Board of Trustees shall consist of not less than five persons nor more than seven unless otherwise provided, all of whom must both be owners and occupiers of a unit. Unless prohibited by law, if at any time one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representative who shall be an additional member of the Board of Trustees.

B. Election of Trustees: Vacancies. The Trustees shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term, provided, however, that a vacancy in the position of a representative of a lending institution as provided in Paragraph A of this Article, if any, shall be filled by such lending institution.

C. Term of Office: Resignations. Each Trustee shall hold office for a term of three years or until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustees may specify. Members of the Board of Trustees shall serve without compensation.

D. Organization Meeting: Immediately after each annual meeting of members of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting other business. Notice of such meeting need not be given.

E. Regular Meetings: Regular meetings of the Board of Trustees may be held at such time and places as shall be determined by a majority of the Trustees, but at least two such meetings shall be held during each year.

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

G. Quorum: Adjournment. Quorum of the Board of Trustees shall consist of a majority of the Trustees then in office; provided that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed within thirty days and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

H. Removal of Trustees: At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees, except the Trustee, if any, acting as a representative of a lending institution as provided in Paragraph A. of this article, may be removed with or without cause by the vote of members entitled to exercise seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

I. Fidelity Bonds: The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE III; OFFICERS.

A. Election and Designation of Officers: The Board of Trustees shall elect a President, a Vice President, a Secretary-Treasurer or a Secretary and a Treasurer, each of whom shall be a member of the Board of Trustees. The Board of Trustees may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Trustees but who are members of the Association.

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

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

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

E. Secretary: The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Trustees. He shall attest the execution of all authorized deeds, contracts and other obligations of the Association. He shall keep such books as may be required by the Board of Trustees, shall give notices of meetings of members of the Association and of the Board of Trustees required by law, or by these Bylaws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

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

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

H. Delegation of Authority and Duties: The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV: GENERAL POWERS OF THE ASSOCIATION

A. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

1. Utility Service for common elements, water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common elements.
2. 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.
3. Liability Insurance. A policy or policies insuring the Association, the members of the Board of Trustees, and the owners against any liability to the public or to the owners (of units and of the common elements, and their invitees, or tenants), incident to the ownership and/or use of the common elements and units, as provided in the Declaration, the limits of which policy shall be reviewed annually.
4. Workers' Compensation. Workers' compensation and unemployment compensation insurance to the extent necessary to comply with any applicable laws.
5. Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a Trustee or managing agent under a management agreement for the condominium property, the services of any person or persons required for the maintenance or operation of the condominium property, and legal and/or accounting services necessary or proper in the operation of the condominium property or for the enforcement of the Declaration, Bylaws or administrative regulations, and for the organization, operation and enforcement of the rights of the Association.
6. Care of Common Elements. Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the common elements (which does not include the interior surfaces of the units, which the

owner shall paint, clean, decorate, maintain and repair), and such other facilities and equipment as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common elements.

7. Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration, Bylaws, Regulations or by law, which in its opinion shall be necessary or proper for the maintenance and operation of the condominium property or for the enforcement of the Declaration, Bylaws and Regulations.
8. Discharge of Mechanic's Lien. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire condominium property, or any part thereof, which may in the opinion of the Association constitute a lien against the condominium property or against the common elements, rather than merely against the interest therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said owners.
9. Certain Maintenance of Units. Maintenance and repair of any unit if such maintenance or repair is necessary in the discretion of the Board of Trustees to protect the common elements or any other portion of a building and the owner or owners of said unit 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 delivered by the Association to said owner or owners, provided that the Association shall levy special assessment against such unit owner for the cost of said maintenance or repair.
10. Association's Right to Enter Units. The Association or its agents at any reasonable time may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible. It may likewise at any reasonable time enter upon any patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. In the event of any emergency originating in or threatening any unit whether or not at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Trustees may enter the units immediately, whether the owner is present or not.
11. Capital Additions & Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall not have authority to

acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common elements, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the common elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

12. Certain Utility Services to Units: The Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual unit owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Trustees of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board of Trustees, by such owner of any utility service, the expense of which is charged to the maintenance fund.
13. Miscellaneous. The Association shall pay such other costs and expenses designated as "common expenses" in the Declaration and in these Bylaws and Regulations.

B. 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 supplementing the provisions set forth in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation and beautification of the condominium property, and for the health, comfort, safety and general welfare of the owners and occupants of the condominium property. Written notice of such rules and regulations shall be given to all owners and occupants and the condominium 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 Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

C. No Active Business to be Conducted for Profit: Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

D. 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 may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of units. Fees for such special services and facilities shall be determined by the Board of Trustees and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

E. Delegation of Duties: Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms, or corporations of its choice, including any Trustee or managing agent, such duties and responsibilities of the Association as the Board of Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

F. Applicable Laws: The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provisions of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the condominium form of ownership shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Bylaws will remove such conflict or inconsistencies.

G. General Authority of Board: Except where otherwise specifically limited by the Declaration or Bylaws, the Association shall conduct its affairs and take action through its Board of Trustees which shall have the general power and duty to do all those things necessary and proper to carry out the purposes of the Association.

**ARTICLE V: PREPARATION OF BUDGET, DETERMINATION
& PAYMENT OF ASSESSMENTS**

A. Preparation of Estimated Budget Each year on or before sixty (60) days before the annual meeting of the Association, the Board of Trustees shall estimate or cause to be estimated the total amount necessary to pay the cost of wages, materials, insurance, management or other services and supplies which will be required during the ensuing year after the next annual meeting, together with a reasonable amount considered by the Board of Trustees to be necessary for a reserve for contingencies and replacements, and shall on or before forty-five (45) days before the annual meeting 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 owner according to each owner's percentage of ownership in the common elements as set forth in the Declaration. On or before the first day of the month following the first annual meeting and the first of each and every month of said fiscal year, each owner shall be obligated to pay to the Association or as the Board of Trustees may direct one-twelfth (1/12) of the common assessments made pursuant to this Article. Not less than fourteen (14) days before the date of the annual meeting of each calendar year, the Board of Trustees shall supply to all owners an itemized accounting of the maintenance expenses for the preceding fiscal year to date actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided,

and showing the net amount of common surplus, profit or loss, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the net monthly installments due from owners under the current fiscal year estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements equally to each of the installments due in the succeeding six months after rendering of the accounting; provided, however, if the net shortage is One Hundred Dollars (\$100.00), or less, it may be charged in total to the next monthly installment.

B. Obligations of Owners to Pay Assessments: It shall be the duty of every unit owner to pay his proportionate share of the common expenses of administration, maintenance and repair of the common elements and of the other common expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the common elements as set forth in the Declaration, rounded to the nearest dollar. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided. If the "estimated cash requirement" provided is inadequate for any reason, including nonpayment of any owner's assessments which shall be assessed to the owners according to each owner's percentage of ownership in the common elements, the Board of Trustees 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 next monthly maintenance payment due after the delivery of mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

C. Reserve for Contingencies , Capital Improvements & Replacements: The Board of Trustees shall establish, build up and maintain a reasonable reserve for contingencies, capital improvements and replacements, provided that the amount set aside annually for reserves must not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by the unit owners exercising not less than a majority of the voting power of the unit owners Association. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve.

D. Failure to Prepare Annual Budget: The failure or delay of the Board of Trustees to prepare or serve the annual adjusted estimate on the owner shall not constitute a waiver of release in any manner of such owner's obligation pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the existing maintenance payment.

E. Books & Records of Association: The Board of Trustees shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of any owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten days' notice to the Board of Trustees for a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

F. Status of Funds Collected by 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 such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in proportion to each owner's percentage ownership in the common elements as provided in the Declaration.

G. Annual Audit: The books of the Association shall be closed and financial statements following generally accepted accounting practices prepared at least once a year by the Board of Trustees, and such statements shall be completed prior to each annual meeting. If required by a majority of the members of the Board of Trustees, such reports shall be prepared under the supervision of a certified public accountant. In addition, and at any time when requested by the owners of a majority of the units, including the Grantor, the Board of Trustees shall cause an additional audit to be made, the form, scope and manner of such audit to be designated in the request.

H. Remedies For Failure to Pay Assessments: If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all owners, 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 costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Trustees 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 of Trustees and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in 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 of Trustees setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within twenty (20) 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. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same priority as the lien of his encumbrance.

I. Security Deposits from Certain Owners: If in the judgment of the Board of Trustees the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Paragraph H. of this Article, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such assessments, charges or other sums, the Association shall have the right to require such owner to establish and maintain a security deposit in an amount which the Board of Trustees deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in his unit, will equal twenty-five percent (25%) of the fair market value of the unit in question. In the event that any owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of this Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such owner of his unit, or at such time as such owner's equity in his unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration. The Association shall have the duty to maintain all security deposits held by it as aforesaid in a single savings account, but it shall not be required to credit interest to any owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Paragraph H. of this Article and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VI; SALE, LEASING OR OTHER ALIENATION

A. Sale or Lease: The respective family units shall not be rented by the owners thereof except as provided in the Declaration, as amended.

B. Gift, Devise or Intestacy: Any owner may make a gift, testamentary disposition or disposition under the applicable statute of descent and distribution to anyone were he or she to die so long as the entire fee simple interest therein is transferred.

C. Involuntary Sale:

1. In the event any unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title within fifteen (15) days after acquiring title through such sale and before taking possession or allowing another to take possession of the unit so sold shall give thirty (30) days' written notice to the Board of Trustees that he has acquired title and his intention to possess or allow another to possess said unit, whereupon the members of the Board of Trustees and their successors in office, acting on behalf of consenting unit owners as hereinafter provided shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said

sale. If said option is not exercised by the Board of Trustees within forty-five (45) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Trustees shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said forty-five (45) day period.

2. In the event the owner shall default in the payment of any moneys required to be paid under the provision of any mortgage or trust deed or any other agreement giving rise to a lien against his unit, the Board of Trustees shall have the right to cure such default with consent of mortgage by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article V.

D. Consent of Voting Members: The Board of Trustees shall not exercise any option to purchase any unit or interest therein without the prior written consent of the members entitled to exercise not less than fifty-one percent (51%) of the voting power in the Association and whose units are not the subject matter of such option. The Board of Trustees may bid to purchase at any sale of a unit or interest therein which said sale is held pursuant to an order or direction of a Court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Trustees is authorized to bid and pay for said unit or interest therein. Any options shall be exercised by the Board of Trustees solely for the use and benefit of the owners consenting thereto.

E. Release, Waiver and Exception to Option: Upon the written consent of the Board members, any option may be released or waived and the unit or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of any option.

F. Financing or Purchase Under Option:

1. Acquisition of units or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners, which assessment shall become a lien and be enforceable in the same manner as provided in Article V. To reimburse the maintenance fund for sums used in acquisition of any units or interests therein under provisions of this Article, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners, which assessment shall become a lien and be enforceable in the same manner as provided in Article V.

2. The Board of Trustees, in its discretion, may borrow money to finance the acquisition of any units or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the condominium property other than the unit or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the President of the Board of Trustees or members of the Board of Trustees or a nominee of the Board of Trustees, or by a trustee pursuant to a title holding agreement in which the Board of Trustees shall be a trust beneficiary.

G. Title to Acquired Interests: Units or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association or its nominee, as the Board of Trustees shall designate, or by a land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all the owners consenting to and participating in such acquisition. Said units or interests therein shall be sold or leased by the Board of Trustees for the benefit of such owners. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund to the account of the consenting owners and may thereafter be disbursed at such time and in such manner as the Board may determine.

ARTICLE VII: GENERAL PROVISIONS

A. The Association shall be established with the purchase and transfer of the first unit with election of officers and representation of unit owners on the Board of Trustees at the times set forth in Article I, Paragraph E. of the Bylaws.

B. Copies of Notices to Mortgage Lenders: Upon written request to the Board of Trustees, the holder of any duly recorded mortgage or trust deed against any unit shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the owner or owners whose unit is subject to such mortgage or trust.

C. Service of Notices on the Board of Trustees: Notice required to be given to the Board of Trustees or to the Association may be delivered to the President and any other one officer of the association who is a member of the Board of Trustees, either personally or by mail addressed to such officers at their unit.

D. Service of Notices on Devisees and Personal Representatives: Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.

E. Nonwaiver 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.

F. Agreements Binding: All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all unit owners, their heirs and assigns.

G. Notices of Mortgages: Any owner who mortgages his unit shall notify the Association in such manner as the Association may direct of the name and address of his mortgagee and thereafter shall notify the Association of payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

H. 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.

I. Perpetuities and Restraints of Alienation: If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints or alienation, or (3) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Edward M. Kennedy, United States Senator from the State of Massachusetts.

IN WITNESS WHEREOF, Gerald N. Biggs, Martin Geithmann and Ronald L. LeRoux, being all of the incorporators of Woodbrooke Condominium Owners' Association, Inc., have executed these Bylaws, this _____ day of _____, 2008.

Gerald N. Biggs

Martin Geithmann

Ronald L. LeRoux

This instrument prepared by:
Woodbrooke Condominium Owners' Assn., Inc
6640 Salisbury Rd., #C-109
Maumee, Ohio 43537