

BY-LAWS
- of -
BLYSTONE VALLEY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

GENERAL

1.1 Name. The name of the Association shall be Blystone Valley Homeowners' Association, Inc. ("**Association**"). The Association may also conduct business under one or more assumed names.

1.2 Applicability. The By-Laws of Blystone Valley Homeowners' Association, Inc. ("**By-Laws**") shall apply to the Association, to the Members of the Association as defined in Section 2.5 herein, and to the real property constituting Blystone Valley, a platted Subdivision in Monclova Township, Lucas County, Ohio ("**Blystone Valley**"), legally described on **Exhibit A** attached hereto. These By-Laws provide for the governance of Blystone Valley pursuant to: (i) the Declaration of Rights and Restrictions as to Blystone Valley Plat One, recorded at Instrument No. 98-3065 C05 of the Lucas County Record of Mortgages; (ii) the Supplement to Declaration of Rights and Restrictions and Amendment to Blystone Valley Plat One, recorded at Instrument No. 02-0017 A02 of the Lucas County Record of Mortgages; (iii) the Declaration of Rights and Restrictions as to Blystone Valley Plat Two, recorded at Instrument No. 99-2672 A01 of the Lucas County Record of Mortgages; (iv) the Declaration of Rights and Restrictions as to Blystone Valley Plat Two, recorded at Instrument No. 99-2671 C11 of the Lucas County Record of Mortgages; (v) the Declaration of Rights and Restrictions as to Blystone Valley Plat Three, recorded at Instrument No. 99-4114 C09 of the Lucas County Record of Mortgages; (vi) the Declaration of Rights and Restrictions as to Blystone Valley Plat Four, recorded at Instrument No. 01-4355 A09 of the Lucas County Record of Mortgages; (vii) the Declaration of Rights and Restrictions as to Blystone Valley Plat Five, recorded at Instrument No. _____ of the Lucas County Record of Mortgages; (viii) the Declaration of Rights and Restrictions as to Blystone Valley Plat Six, recorded at Instrument No. 02-7897 B04 of the Lucas County Record of Mortgages; and (ix) the Declaration of Rights and Restrictions as to Blystone Valley Plat Seven, recorded at Instrument No. _____ of the Lucas County Record of Mortgages (collectively, the "**Declarations**"), which are hereby

collectively incorporated by reference and adopted in their entirety as part of the By-Laws.

ARTICLE II

THE ASSOCIATION

2.1 Composition. The Association is a non-profit corporation duly organized and existing under the laws of the State of Ohio.

2.2 Principal Office. The principal office of the Association shall initially be located at 3410 Briarfield Blvd., Suite A, Maumee, Ohio 43537, but thereafter may be located at such other suitable and convenient place or places as permitted by law and designated in writing by the Board of Trustees, as defined in Section 5.1 herein.

2.3 Term. The Association began on the date its Articles of Incorporation (“**Articles**”) were filed with the Ohio Secretary of State and shall continue in full force and effect unless otherwise stated in the Articles, or until the dissolution of the Association as provided by law or as provided herein.

2.4 Purpose. The Association is organized to conduct business for any purpose permitted by law including, but not limited to, enforcing covenants and restrictions, promulgating rules, policies and regulations governing Blystone Valley, levying and collecting assessments, charges and fines, holding meetings and elections of a Board of Trustees, and performing all other acts that may be required, permitted or necessary to be performed by the Association pursuant to the Declarations.

2.5 Membership. Blystone/Crosscreek Development, Inc. (“**Developer**”) and every person or entity becoming a record owner of any platted residential lot in Blystone Valley (singularly, “**Residential Lot**” and collectively, “**Residential Lots**”) shall automatically be a Member of this Association (“**Member**”) and shall be subject to these By-Laws, provided, however, that any person or entity holding an interest in any Residential Lot merely as security for the performance of an obligation, shall not be a Member. Upon a Member ceasing to be a record owner in any Residential Lot, the membership of such Member shall terminate without any formal action on behalf of the Association, provided, however, such termination shall not relieve or release any former Member from any liability or obligation incurred under or in any way connected with Blystone Valley during the period of such ownership and membership in the Association, or impair any rights or remedies the Association or others may have against the former Member arising out of or in any way connected to such ownership and membership and the covenants and obligations incident thereto.

2.6 Powers of the Association. For the purpose of the accomplishment of the foregoing, the Association shall, among others, have the following powers and rights:

- (a) To promulgate necessary rules and regulations of general application governing the use, maintenance, cleaning, repair, replacement, insurance

and upkeep of: (i) the Common Areas as defined in Section 2.6(h), (ii) any easement areas created or reserved by the Declarations or on any recorded plat of Blystone Valley, and (iii) any pond located within Blystone Valley, and any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas as defined in Section 2.6(h) or within the public right(s)-of-way of Blystone Valley;

- (b) To elect the members of the Architectural Control Committee, as defined in Article VIII herein;
- (c) To promote and seek to maintain the attractiveness, value and character of the Residential Lots and Blystone Valley through enforcement of the terms, conditions, provisions and restrictions set forth in the Declarations and these By-Laws, in any rules and regulations which the Association may promulgate pursuant hereto;
- (d) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Blystone Valley;
- (e) To represent the Members before governmental agencies, offices and employees, and to generally promote the common interests of the Members;
- (f) To collect and dispose of funds and assessments as provided in Article IX herein;
- (g) To perform all such acts and functions as are generally authorized by law to be performed by a non-profit corporation;
- (h) To acquire title from or held on behalf of the Developer to any common areas (“**Common Areas**”) which may be designated for the common use and enjoyment of the Members;
- (i) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon;
- (j) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the Members and located within the boulevard islands, if any, the cul-de-sac islands, if any, or any other portions of the public right(s)-of-way at or upon Blystone Valley;

- (k) To maintain, repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the Members and located within the public right(s)-of-way at or upon Blystone Valley;
- (l) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or Members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this Section 2.6; to pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated future costs of any of the items set forth in this Section 2.6;
- (m) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under the Declarations or these By-Laws, to perform all duties which it may be assigned under the Declarations or By-Laws, and to enforce all provisions herein.

ARTICLE III

DEFINITIONS

Insofar as the terms used in these By-Laws are defined in the Declarations, such terms shall have the same meaning provided for therein, unless otherwise stated or unless the context demands otherwise.

ARTICLE IV

MEETING OF MEMBERS

4.1 Place of Meetings. All meetings of the Members of the Association, both annual and special, shall be held at the principal office of the Association, or at such other suitable and convenient place or places as may be permitted by the law and designated in writing in the notices of such meetings by the Board of Trustees, as defined in Section 5.1 herein.

4.2 Annual Meeting. The first annual meeting of the Members shall be held on a date and at a time determined by Developer within one (1) year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, or at such other time, not more than sixty (60) days before or after such date, as may be designated by the Board of Trustees, as defined in Section 5.1 herein. At each annual meeting there shall be elected Trustees in accordance with the provisions of Article V herein. The Association may also transact such other business as may properly come before the meeting.

4.3 Special Meetings. Special meetings of the Members may be called at any time by the Board of Trustees, as defined in Section 5.1 herein, or upon written request of the Members equaling twenty-five percent (25%) of all votes or proxies entitled to be cast pursuant to Section 4.7 herein.

4.4 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Member entitled to vote thereat. Such notice shall specify the place, time, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.5 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes entitled to be cast pursuant to Section 4.7 herein, shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.6 Proxies. At all annual or special meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its ownership interest in a Residential Lot.

4.7 Voting. Each Member of the Association other than the Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each Residential Lot which such Member owns. Fractional Lots, pursuant to Section 8.7 of the Declarations, shall have a vote equal to the prorated percentage of ownership. When more than one person holds an ownership interest in any Residential Lot, the vote for such Residential Lot shall be exercised as the owners among themselves determined, but in no event shall more than one (1) vote be cast with respect to any Residential Lot. Where a vote is cast by one (1) of two (2) or more owners of any Residential Lot, the Association shall not be obligated to look to the authority of the Member casting the vote. Notwithstanding the above, so long as the Developer holds title to, or a beneficial interest in, any Residential Lot(s), the Developer shall be entitled to five (5) votes for each Residential Lot it owns. No votes allocated to a Residential Lot owned by the Association may be cast.

ARTICLE V

BOARD OF TRUSTEES

5.1 Governing Body. Except as otherwise provided by law, the Articles, the Declarations or these By-Laws, all authority of the Association shall be exercised by or under the direction of the Board of Trustees of the Association (“**Board**”).

5.2 Number and Qualification. The Board shall consist of five (5) persons appointed by the Developer, and then such persons as subsequently elected by the Members as provided in this Article (individually, “**Trustee**” and collectively “**Trustees**”). Except for those Trustees appointed by Developer, all Trustees shall be Members. The spouse of a Member is qualified to act as a Trustee if both the Member and the spouse occupy a Residential Lot. No Member and his or her spouse may serve as Trustees at the same time.

5.3 Nomination of Trustees. Except for Trustees appointed by Developer, nomination for election to the Board shall be made by a committee of the Members (“**Nominating Committee**”). The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

5.4 Election of Trustees. Except for the Trustees appointed by Developer, the Trustees shall be elected at each annual meeting of the Members or at a special meeting called for the purpose of electing Trustees. At a meeting of Members 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. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under Section 4.7 herein.

5.5 Term of Office; Resignations. Except for those Trustees appointed by the Developer, each Trustee shall hold office for a term of two (2) years, or until his or her earlier resignation, removal from office, or death. It is intended by these Bylaws that the terms of the Trustees shall be staggered with three (3) Trustees being elected in odd numbered years and two (2) Trustees being elected in even numbered years. The initial terms of the Trustees appointed by the Developer shall be adjusted to carry out this intent.

Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, as defined in Article VI herein. Such resignation will take effect immediately or at such other time as the Trustee may specify. In the event of the death or resignation of a Trustee, his or her successor shall be selected by a majority of the remaining Trustees and shall serve for the unexpired portion of the term of the predecessor.

5.6 Compensation. Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

5.7 Removal of Trustees. Except for those appointed by the Developer, at any duly called regular or special meeting of the Association, any one or more of the Trustees may be

removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Trustee whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from Board meetings or who is delinquent in payment of any assessment, charge or fine for more than twenty (20) days may be removed at a Board meeting by a majority vote of the Trustees.

5.8 Organization Meetings. The first meeting of the Board following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed in writing by the Board.

5.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

5.10 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Secretary of the Association, as defined in Article VI herein, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

5.11 Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Trustees, whether regular or special, shall be given to each Trustee by one of the following methods: (i) personal delivery; (ii) written notice by first class mail, postage prepaid; or (iii) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee. All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least five (5) days before the time set for the meeting. Notices given by personal delivery or telephone shall be completed at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Trustees shall be deemed the equivalent of proper notice as required in this Section 5.11. Any Trustee may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Trustee at any meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him or her of proper notice of such meeting.

5.12 Quorum. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting.

5.13 Conduct of Meetings. The President of the Association, as defined in Article VI herein, shall preside over all meetings of the Board, and the Secretary of the Association, as defined in Article VI herein, shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

5.14 Open Meetings. All meetings of the Board shall be open to all Members, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

5.15 Executive Session. The Board may, with approval of a majority of Trustees, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

5.16 Action Without A Meeting. Any action that may be authorized or taken at a meeting of the Board may be authorized or taken without a meeting with the written affirmative vote or approval signed by all Trustees. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within Blystone Valley within three (3) days after written consents of all the Board members have been obtained.

5.17 Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated common expenses of the Association for the coming fiscal year. After adoption of the budget, the Board shall cause the summary of the budget and any assessments to be levied against each Residential Lot for the following year to be delivered to each Member. Such summary shall be delivered to the Members at least thirty (30) days prior to the start of the fiscal year.

5.18 Capital Budget and Contribution. The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required Annual Assessment, as defined in Article IX herein, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing of Annual Assessments over the period of the budget. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

5.19 Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of a Member to pay the Annual Assessments, as defined in Article IX herein. In such event, the Annual Assessments, as defined in Article IX herein, based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

ARTICLE VI

OFFICERS AND THEIR DUTIES

6.1 Enumeration of Offices. The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Trustees, a Secretary-Treasurer, and such other officers as the Board may, from time to time, by resolution create. Such officers have the authority to perform all duly authorized duties prescribed, from time to time, by the Board.

6.2 Election of Officers. The officers of the Association shall be annually elected to serve a one (1) year term by the Board at the first meeting of the Board following each annual meeting of the Members, provided, however, that the initial Board shall elect the initial officers of the Association at the first meeting of such Board. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portions of such term.

6.3 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. Such resignation shall take effect on the date of receipt of such notice or at any time later specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 6.1 herein.

6.5 Duties. The general duties of the officers are as follows:

- (a) President: the President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice-President: the Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.
- (c) Secretary: the Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notices; keep appropriate current records showing the Members together with their addresses, and perform such other duties as required by the Board.

- (d) Treasurer: the Treasurer shall receive and deposit in an appropriate bank account or accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular meeting of the Members, and deliver a copy of each to the Members.

ARTICLE VII

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to reasonable inspection by any Member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE VIII

ARCHITECTURAL COMMITTEE

8.1 Creation. There shall be an Architectural Control Committee consisting of three (3) Members appointed by the Developer and subsequently elected by the Members at the annual meeting of the Members (“**Committee**”). Members of the Committee shall serve for a one (1) year term, or until early resignation, incapacity or death. Members of the Committee may be re-elected; provided, however, that no Member of the Committee shall serve more than three (3) consecutive one (1) year terms.

8.2 Committee Approval. Detailed drawings, plans and specifications (the “**Plans**”) for structures and other improvements (including but not limited to basements, swimming pools, fences, walls, bridges, dams, driveways, sidewalks, mailboxes, hedges, landscaping and other enclosures and similar devices) must be submitted to the Committee for examination and written approval before any erection or improvement shall be made upon any Residential Lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a Residential Lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, material construction and color scheme for the proposed structure or improvement and the site plan, grading plan and finished grade elevation for the Residential Lot and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the Committee in sufficient numbers so that the Committee may retain a true copy thereof for retention with its records. The Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after submission thereof of completed information. The failure of the Committee to so respond within such time period shall be deemed to be approval of the submission. Plans shall be deemed submitted when the submitting Member has received a signed acknowledgment from the Committee.

8.3 Purpose. In requiring submission of the Plans as herein set forth, the Developer and the Members contemplate the development of Blystone Valley as an architecturally harmonious and desirable residential subdivision. In approving or withholding the approval of any Plans so submitted, the Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent Residential Lots, its artistic and architectural merits, its adaptability to the Residential Lot on which it is proposed to be constructed and such other matters as may be deemed to be in the interest and benefit of the Members, the Association and Blystone Valley as a whole.

8.4 Special Provisions For Residential Lots 41-53. No tree greater than five inches (5") in diameter, as measured at the distance of one (1) foot above natural ground elevation, shall be cut in Residential Lots 41-53, unless approved by the Committee. The plot plan shall show trees that will be removed for construction. Any tree that such Residential Lot owner desires to remove must be marked on the Residential Lot for the Committee to view and shall not be removed unless approved by the Committee. Any such Residential Lot owner that removes a tree meeting the criteria of this Section 8.4 without the approval of the Committee, shall be subject to a One Thousand Dollar (\$1000) fine per tree removed meeting such criteria. A lien shall be placed pursuant to Article IX herein if such fine is not paid in full. Any Residential Lot owner subject to a fine permitted by this Section 8.4, may appeal such fine to the Committee.

The recorded plat for Residential Lots 41-53 depicts limits of construction and in no event shall any excavation, filing or construction be conducted beyond the limits depicted in the recorded plat. Ravines are to remain undisturbed with the exception of the removal of underbrush and planting of grass. Any Residential Lot owner that disturbs ravine areas, and extends construction activity beyond the limits of "fill/excavation" shall pay a Ten Thousand Dollar (\$10,000) fine per occurrence and shall pay for restoration of the Residential Lot.

8.5 Grades and Elevations. The Committee shall have the sole and exclusive right to establish grades, slopes and elevations of Residential Lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of Blystone Valley. The grades, slopes and elevations of all Residential Lots shall be established on the Plans submitted to and approved by the Committee. In addition, no alterations to the grades, slopes, and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any Residential Lot.

8.6 Exterior. Except as otherwise provided by this Section 8.6, the exterior finish of all residence dwellings shall be vinyl, brick, stone or wood, or such other finish as may be approved by the Committee. Except for Residential Lots 41-53, all front elevations of residential dwellings must meet one or more of the following criteria: (i) brick, stone or dryvit, the minimum area (based on square footage) of which shall be determined by multiplying the length of the house (expressed in feet) by four (4); or (ii) wood trim including fascias and corner boards. All residence dwellings shall have wood windows (the exterior of which may be clad in aluminum or vinyl), and overhangs of not less than twelve (12) inches at the eave and not less

than six (6) inches on the gable end. All residence dwellings, including the garages and any porches attached thereto, shall have roofs with pitches of not less than six (6) inches of rise per one (1) foot. All roof shingles must be “dimensional” asphalt/fiberglass or cedar shake style shingles.

Residential dwellings on Residential Lots 41-53 are expressly prohibited from utilizing aluminum or vinyl siding with the exception that aluminum shall be permitted on soffits and facias that are covered by gutters. Aluminum and vinyl siding is permitted on the side and rear elevations of Residential Lots 41-53, except for corner Residential Lots where elevations facing any street must be brick, stone, wood or stucco type materials.

8.7 Basketball Backboards. No basketball backboard shall be erected or attached to the front of any residence or garage or in front of the building line as set forth on the respective recorded plats comprising Blystone Valley, and all such basketball backboards whenever or wherever erected shall be approved by the Committee.

8.8 Mailboxes. All residential dwellings shall have a rustic wood mailbox as approved by the United States Postal Service and the Committee. All mailbox designs other than the pre-approved design must be submitted to the Committee for approval and shall not be erected until the Member has obtained the approval of the Committee. A drawing of an approved mailbox is on file at the Developer’s office for inspection by all Members.

8.9 Sidewalks Installation. Upon the earlier of: (i) one (1) year following the date of closing on the sale of a Residential Lot, or (ii) the completion of construction of a residence dwelling thereon, each Residential Lot owner shall install and construct a sidewalk on such Residential Lot generally paralleling all public rights of way. The sidewalk shall be four (4) inches in depth except at drives where a six (6) inch depth must be provided, and shall be placed on firmly compacted dirt or stone. Owners of corner Residential Lots shall extend such sidewalk through the public right-of-way to connect to street access areas where designated. If a Residential Lot owner fails to construct said sidewalk in accordance with the requirements of this Section 8.9, the Committee or the Developer shall have the right, without notice to the Residential Lot owner, to enter upon said Residential Lot and cause a sidewalk to be constructed thereon. In such case, the cost of such construction plus fifteen percent (15%) shall be payable upon demand to the Committee or the Developer (as the case may be) or shall, at the Developer’s option be added to and become a part of the Annual Assessment, as defined in Article IX herein, to which such Residential Lot is subject.

In order to present a unique and first class subdivision the sidewalks on Residential Lots 1-9 and Residential Lots 29-34 are curvilinear and must be installed approximately as depicted in the Development Master Plan which can be obtained from the Developer. In addition, the sidewalk in front of Residential Lot 29 along Rhone Drive shall be brick pavers as approved by the Committee, unless otherwise not permitted by the governing public entity.

8.10 Sidewalk Maintenance. It is the duty of the owner of each Residential Lot, at the expense of each such owner, to keep and maintain the sidewalks located on such

owner's Residential Lot in a good and clean manner and to clear the aforesaid sidewalks of snow, ice, dirt and any other debris within twenty-four (24) hours after deposit thereon, and each such owner shall indemnify and hold Monclova Township and the Developer harmless from any liability to any person resulting from such Residential Lot owner's neglect, failure or refusal in performing said duty.

8.11 Trees. The Developer has established and prepared a master plan for the planting of trees on each Residential Lot, generally in the areas between the curb and sidewalk on or along the public rights-of-way adjacent to such Residential Lots ("**Master Plan**"). All trees shall have trunks with a diameter of between one and one-half inches (1-1/2") and two inches (2") at twelve inches (12") above grade, and shall have balled and burlapped roots. Each Residential Lot owner shall plant trees in the quantities and of the types set forth on the Master Plan, within the earlier of: (i) one (1) year following the date of closing on the sale of a Residential Lot to such owner, or (ii) the completion of construction of a residence dwelling thereon. If a Residential Lot owner fails to plant said trees in accordance with this Section 8.11, the Committee or the Developer shall have the right, without notice to the Residential Lot owner, to enter upon said Residential Lot and cause said trees to be planted. In such case, the cost of such tree planting plus fifteen percent (15%) shall be payable upon demand to the Committee or the Developer (as the case may be) or shall, at the Developer's option, be added to and become a part of the Annual Assessment, as defined in Article IX herein, to which such Residential Lot is subject.

8.12 Application Fees. The Committee at its option may require that the Plans for any structures or other improvements be accompanied by a reasonable application fee to be applied by the Committee toward the costs associated with its review of such Plans.

8.13 Binding Effect. Any determination made by the Committee in good faith, shall be binding on all parties in interest.

ARTICLE IX

DETERMINATION AND PAYMENT OF ASSESSMENTS

9.1 Annual Assessments. Each and every Residential Lot and Residential Lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association ("**Annual Assessment**"). The initial Annual Assessment shall be One Hundred Fifty Dollars (\$150.00) per Residential Lot, and such amount may be reasonably adjusted from year to year in the discretion of the Association. Fractional lots, subject to approval per Section 8.7 of the Declarations, shall be responsible for the prorated percentage of ownership multiplied by the Annual Assessment.

The Annual Assessments of Residential Lot owners shall be determined, levied and made on a uniform basis, with each Residential Lot being subject to the same yearly Annual Assessment; provided, however, that the Annual Assessment for Residential Lots owned by the Developer upon which no construction has commenced shall be fifty percent (50%) of the amount of the Annual Assessment for all other Residential Lots. Annual Assessments for each

calendar year shall be determined by the Association prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of April of each calendar year for such calendar year.

9.2 Application. The Annual Assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth herein and in the Declarations. The Association shall exercise its discretion and judgement as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties; provided, however, that the Association shall not expend an amount greater than Five Thousand Dollars (\$5,000.00) in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the Members. Upon demand of the Member and after payment of a reasonable charge therefor, the President, Secretary or Treasurer of the Association shall promptly issue a certificate setting forth whether all Annual Assessments, charges and fines have been paid for such Member's Residential Lot, and, if not, the total amount of any unpaid Annual Assessments, charges or fines. Any such certificate stating that all Annual Assessments, charges or fines have been paid shall be conclusive evidence of such payment.

9.3 Lien. The Association shall have a perpetual lien upon the Residential Lots to secure the payment of the Annual Assessments and such other assessments, charges or fines as may be owed pursuant to the terms of the Declarations or these By-Laws and each such assessment, charge or fine shall also be the personal obligation of the owner or owners of each Residential Lot at the time when the assessment, charge or fine becomes due. The lien of the Annual Assessment shall arise against each Residential Lot on the first day of the year in which it is due and shall be prorated between the owners of parts of Residential Lots in accordance with the proportion which the area of each part of a Residential Lot to which each owner holds record title bears to the total area of the Residential Lots against which the Annual Assessment is made. In the event of a failure to make payment of the Annual Assessment within sixty (60) days of its due date, or the failure to make payment of a charge or fine when due, the lien for said assessment, charge or fine may be recorded by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Blystone Valley Homeowners' Association, Inc., claims a lien for unpaid (Insert assessment, charge or fine) for the years_____ in the amount of \$_____ against the following described premises:

(Insert Legal Description)

BLYSTONE VALLEY HOMEOWNERS'
ASSOCIATION, INC.

By _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this
____ day of _____, 200__ by _____
the _____ of BLYSTONE VALLEY
HOMEOWNERS' ASSOCIATION, INC., an Ohio nonprofit
corporation, on behalf of the corporation.

Notary Public

9.4 Enforcement. In the event any Annual Assessment, charge or fine is not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each Residential Lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No Residential Lot owner may waive or otherwise escape liability for an Annual Assessments, charge or fine provided for herein by abandonment of such owner's Residential Lot or for any other reason. The lien of such Annual Assessment, charge or fine shall be subordinate to the lien of any first mortgage on the subject Residential Lot. Sale or conveyance of any Residential Lot shall not affect the Annual Assessment, charge or fine lien, or relieve the Residential Lot from liability for any Annual Assessment, charge or fine or from the lien thereof; provided, however, that the sale or conveyance of any Residential Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such Annual Assessment, charge or fine as to payments which became due prior to such sale or conveyance.

ARTICLE X

MISCELLANEOUS

10.1 Fiscal Year. 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.

10.2 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles, the Declarations or these Bylaws.

10.3 Conflicts. If there are conflicts or inconsistencies between the provisions of the laws of the State of Ohio, the Articles, the Declarations and these Bylaws, the provisions of the laws of the State of Ohio, the Declarations, the Articles and these Bylaws (in that order) shall prevail.

10.4 Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid: (i) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residential Lot of such Member; or (ii) if to the Association, the Board or the Committee, at the principal office of the Association, or at such other address as shall be designated by the Board with written notice to the Members.

10.5 Amendment. Except as otherwise provided by law or the Declarations, these Bylaws may be amended by written approval of at least sixty percent (60%) of the Members. During such time as the Developer has not conveyed at least ninety percent (90%) of the Residential Lots, the Developer shall have the right to veto any amendment to these By-Laws that unreasonably impacts the ability of Developer to sell any Residential Lot.

10.6 Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board may decide; provided, however, after having received the Board's report at the annual meeting, the Members, by majority vote, may require the accounts of the Association to be audited, as an expense to the Association, by a public accountant.

10.7 Captions. The section captions in these By-Laws are for convenience only and do not in any way define, limit, describe, or amplify the terms and provisions of these By-Laws or the scope or intent thereof.

IN WITNESS WHEREOF, we, being all of the Trustees of Blystone Valley Homeowners' Association., Inc. have hereunto set our hands effective the ____ day of _____, 2004.

This instrument prepared by:
Shawn M. Tracey
Robison, Curphey & O'Connell
Ninth Floor, Four SeaGate
Toledo, OH 43604

EXHIBIT A

(Insert legal descriptions for Blystone Valley Plats One, Two, Three, Four, Five, Six and Seven)

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