

**WESTBROOKE HOMES ASSOCIATION**

**GREEN BOOK**

(REVISED JUNE, 1996)

## **Westbrooke Homes Association**

The Westbrooke Homes Association is a non-profit corporation organized under the laws of the State of Ohio, for the purpose of owning a 5.474 acre tract of land, buildings, and for the purpose of operating there a recreational area for Westbrooke Village residents. Westbrooke Village has been designed for single family residences.

Every owner of a lot or an undivided interest in a lot in Westbrooke Village is automatically a member of the Westbrooke Homes Association and, as a member, has both the privileges and obligations of membership. The privileges include the use of the recreational facilities. The obligations include the duty of paying dues which are a personal liability of the owner as well as a lien upon the lot.

As of January 1, 1994, the assessment is \$200 per year, subject to increases for succeeding three year periods by approval of two-thirds of the members voting in person or by proxy.

The recreational facilities consist of the following buildings:

1. Clubhouse
2. Barn (has been used as a basketball court)
3. Pool, including wading pool, office, snack shop, basket room, bath house, half-court basketball, children's playground

Other buildings owned by the Association are the manager's house, a rental house, and a small utility building.

The Westbrooke Homes Association, with the cooperation and energies of Village homeowners, provides for the following to all Westbrook Village residents:

1. A village phone directory
2. A monthly newsletter, "*Hotlines*"
3. Parties and social events
4. Swimming lessons

A Declaration of Covenants and Restrictions has been filed with the Recorder of Montgomery County so that the planned development is legally a matter of record and binds each lot in Westbrook Village. Additional copies of this Green Book with the Declaration of Covenants and Restrictions is available

upon request from the Board of Trustees of the Westbrooke Homes Association at a cost of \$2 each.

If there are any questions about your homes association, you are invited to discuss the matter with any member of the Board of Trustees.

# **Westbrook Homes Association**

## **DUES AND COMMON PROPERTIES**

The Westbrooke Homes Association welcomes you to Westbrooke Village. As a homeowner in Westbrook Village, your annual payment of association dues entitles you to full use of the following common properties:

1. Swimming pool
2. Tennis courts
3. Club house
4. Barn

As a homeowner, you are a co-owner of the common properties which also include a rental house and a caretaker's cottage. The payment of dues is used for the upkeep of the common properties. The most current operating rules and regulations associated with the usage or rental of these properties is attached.

## **TRUSTEES AND ARTICLES OF INCORPORATION**

The trustee board is presently comprised of seven members who are elected by the homeowners of Westbrooke Village Homes Association. The term of office for a trustee is three (3) years. The trustees follow the rules and regulations established in the Articles of Incorporation.

## **TRUSTEE MEETINGS**

A trustee meeting is held the first Monday of each month at 8:00 p.m. in the club house unless otherwise stated. (If the first Monday is a holiday, the meeting is held on the second Monday.) This meeting is open to all Associate members and you are encouraged to attend to keep current on decisions affecting your home community.

## **NEWSLETTER**

The minutes of the Trustee meeting, along with other pertinent items, are summarized in an Association newsletter, "*Hotline*." For instructions on submitting articles and the corresponding deadlines, refer to the current edition of the Hotline. The monthly Trustee meetings, *Hotline* newsletter, and the

Association bulletin board near the platte entrance are the main forms of communication in the community.

## **COMMITTEES**

There are several volunteer committees that serve the community and generate good will:

<u>Audit Committee</u>	Collects and records dues, files small claims
<u>Nominations Committee</u>	Oversees election of trustees
<u>Welcome Committee</u>	Welcomes new residents
<u>Social Committee</u>	Plans and implements social events
<u>Neighborhood Watch</u>	Keeps community abreast of criminal activity and suggests prevention methods
<u>Other:</u>	
Club House Chairperson	Responsible for the rental of the club house and barn

If you have any questions, present them at a Trustee meeting or contact one of the Trustees listed in the *Hotline* newsletter.

**PROCEEDINGS OF INCORPORATORS**  
**OF**  
**WESTBROOKE HOMES ASSOCIATION**

All of the Incorporators of the above named corporation were present at a meeting held at Columbus, Ohio on June 19, 1967.

The undersigned, acting as Incorporators, desiring to form a corporation, not for profit, under Ohio Revised Code 1702.01 et seq., under the name stated above, subscribed Articles of Incorporation which are attached and made a part hereof, and dated June 19, 1967.

The Articles of Incorporation were filed with the Secretary of State of Ohio as Corporation Number 362011, on the 19<sup>th</sup> day of June, 1967, recorded in official microfilm record Roll B509, frame 2138, Records of Incorporation, Miscellaneous Filings, witnessed by the Certificate of the Secretary of state given at Columbus, Franklin County, Ohio on the 19<sup>th</sup> day of June, 1967.

The Incorporators also appointed Harry Berk of 1956 South Smithville Road, Kettering, Ohio, as agent of the corporation upon whom process, tax notices and demands may be served, as per original filing attached hereto and made a part hereof.

*Signature on file* \_\_\_\_\_

Harry Berk

*Signature on file* \_\_\_\_\_

Stanley Schwartz, Jr.

*Signature on file* \_\_\_\_\_

Dorothy Palmer

**RECEIPT AND CERTIFICATE**

**WESTBROOKE HOMES ASSOCIATION**

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**NAME**

**362011**  
**NUMBER**

DOMESTIC CORPORATIONS

√ ARTICLES OF INCORPORATION  
AMENDMENT  
MERGER/CONSOLIDATION

NAMES

DISSOLUTION  
AGENT  
RE-INSTATEMENT  
CERTIFICATES OF CONTINUED  
EXISTENCE  
MISCELLANEOUS

FOREIGN CORPORATIONS

LICENSE  
AMENDMENT  
SURRENDER OF LICENSE  
APPOINTMENT OF AGENT  
CHANGE OF ADDRESS OF AGENT  
CHANGE OF PRINCIPAL OFFICE  
RE-INSTATEMENT  
FORM 7  
PENALTY

MISCELLANEOUS FILINGS

ANNEXATION/INCORPORATION-  
CITY OR VILLAGE  
RESERVATION OF CORPORATE

REGISTRATION OF NAME  
REGISTRATION OF NAME RENEWALS  
REGISTRATION OF NAME-CHANGE  
OF REGISTRANTS ADDRESS

TRADE MARK  
TRADE MARK RENEWAL  
MARK OF OWNERSHIP  
MARK OF OWNERSHIP RENEWAL  
EQUIPMENT CONTRACT/CHATTEL  
MORTGAGE  
POWER OF ATTORNEY  
SERVICE OF PROCESS  
MISCELLANEOUS  
ASSIGNMENT-TRADE MARK, MARK  
OF OWNERSHIP, SERVICE MARK,  
REGISTRATION OF NAME

I certify that the attached document was received and filed in the office of TED W. BROWN, Secretary of State, at Columbus, Ohio, on the 19<sup>th</sup> day of June A.D. 1967, and recorded on Roll B509 at Frame 2138 at the RECORDS OF INCORPORATION and MISCELLANEOUS FILINGS.

TED W. BROWN  
Secretary of State

Filed by and Returned to: Schwartz and Schwartz  
50 W. Gay Street  
Columbus, Ohio

FEE RECEIVED: \$25.00

NAME: WESTBROOKE HOMES ASSOCIATION

**ARTICLES OF INCORPORATION  
OF  
WESTBROOKE HOMES ASSOCIATION**

The undersigned, all of whom are citizens of the United States, desiring to form a corporation, not for profit, under Ohio Revised Code 1702.01 et. seq., do hereby certify:

FIRST. The name of the said corporation shall be WESTBROOKE HOMES ASSOCIATION (sometimes designated herein as the "Association").

SECOND. The place in Ohio where the principal office of the corporation is to be located in Madison Township, Montgomery County.

THIRD. The purpose or purposes for which it is formed are:

To promote the health, safety, and welfare of the residents within that certain tract of land described upon Exhibit A attached hereto and by reference and incorporation made a part hereof, and such additions thereto as may hereafter be brought into the jurisdiction of this corporation by annexation as provided in Article Seventh herein, hereinafter referred to a "The Properties" and for this purpose, to:

(a) own, acquire, build, operate and maintain recreation parks, playgrounds, swimming pools, commons, and other recreational facilities, including buildings, structures, personal properties, incident thereto, hereinafter referred to as the "Common Properties and Facilities";

(b) fix assessments (or charges) to be levied against the Properties:

(c) enforce any and all covenants, restrictions and agreements applicable to the Properties.

(d) pay taxes, if any, on the Common Properties and Facilities and have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

FOURTH. The following persons shall serve the corporation as Trustees until the first annual meeting of the members or such other meeting to elect Trustees:

Harry Berk	1956 South Smithville Road Kettering, Ohio
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Stanley Schwartz, Jr.	50 West Gay Street Columbus, Ohio
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Dorothy Palmer	50 West Gay Street Columbus, Ohio
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The number of Trustees may be determined and changed from time to time in the Bylaws of the Association which shall also determine the length of the terms of such Trustees.

FIFTH. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SIXTH. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article Fifth with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Article Fifth. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be the Developer. The Class B members shall be entitled to three votes for each lot in which it holds the interest required for membership by Article Fifth, provided that the Class B membership shall cease and become converted to Class A membership on December 31, 1977.

From and after said date, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership under Article Fifth.

"Developer" shall mean and refer to Westbrooke Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

SEVENTH. Additions to the Properties described in Article Third may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said Properties, which covenants and restrictions are hereby incorporated by reference. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such Properties.

EIGHTH. The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

The total debts of the corporation including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two (2) years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

NINTH. The quorum required for any action governed by Articles Seventh and Eighth of this Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

TENTH. Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

ELEVENTH. These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 19<sup>th</sup> day of June, 1967.

Signature on file  
Harry Berk

Signature on file  
Stanley Schwartz, Jr.

Signature on file  
Dorothy Palmer

**APPOINTMENT OF AGENT  
FOR  
WESTBROOKE HOMES ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS, that HARRY BERK, 1956 South Smithville Road, Kettering, Ohio, a natural person and resident of Montgomery County, being the county in which the principal office of WESTBROOKE HOMES ASSOCIATION is located, is hereby appointed as the person on whom process, tax notices and demands against said WESTBROOK HOMES ASSOCIATION may be serviced.

*Signature on file*

\_\_\_\_\_  
Harry Berk

*Signature on file*

\_\_\_\_\_  
Stanley Schwartz, Jr.

*Signature on file*

\_\_\_\_\_  
Dorothy Palmer

I hereby accept the appointment as the representative of your corporation upon whom process, tax notices or demands may be served.

*Signature on file*

\_\_\_\_\_  
Harry Berk

**CODE OF REGULATIONS  
OF  
WESTBROOKE HOMES ASSOCIATION**

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to the WESTBROOKE HOMES ASSOCIATION, a nonprofit corporation organized and existing under the laws of the State of Ohio.

Section 2. "The Properties" shall mean and refer to all such existing properties and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article II of the Declaration of Covenants to which the Properties are subject.

Section 3. "Common Properties" shall mean and refer to those acres of land shown on Exhibit A attached hereto and by reference and incorporation made a part hereof and intended to be devoted to the common use and enjoyment of the owners of The Properties.

**ARTICLE II  
LOCATION**

Section 1. The principal office of the Association shall be located on the Common Properties.

**ARTICLE III  
MEMBERSHIP**

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The privileges of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded.

Section 3. The membership privileges of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Trustees have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1,

they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

#### **ARTICLE IV VOTING RIGHTS**

Section 1. The Association shall have two classes of voting members:

Class A. Class A members shall be all those owners as defined in Section 1, ARTICLE III, of the Declaration of Covenants and Restrictions, with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1, ARTICLE III, of the Declaration of Covenants and Restrictions. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be the Developer. The Class B members shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 1, ARTICLE III, of the Declaration of Covenants and Restrictions, provided that the Class B membership shall cease and become converted to Class A membership on December 31, 1977.

From and after said date, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership under Section 1, ARTICLE III, of the Declaration of Covenants and Restrictions.

#### **ARTICLE V PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY**

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and ARTICLE IV, Declaration of Covenants, applicable to The Properties.

Section 2. Any member may delegate his rights of enjoyment in the common properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under ARTICLE III, Section 3, to the same extent as those of the member.

**ARTICLE VI**  
**ASSOCIATION PURPOSES AND POWERS**

Section 1. The Association has been organized for the following purposes:

To promote the health, safety, and welfare of the residents within that certain tract of land described upon Exhibit A attached hereto and by reference and incorporation made a part hereof, and such additions thereto as may hereafter be brought into the jurisdiction of this corporation by annexation, and for this purpose, to:

(a) own, acquire, build, operate and maintain recreation parks, playgrounds, swimming pools, commons, and other recreational facilities, including buildings, structures, personal properties, incident thereto, hereinafter referred to as the "Common Properties and Facilities";

(b) fix assessments (or charges) to be levied against the Properties;

(c) enforce any and all covenants, restrictions and agreements applicable to the Properties;

(d) pay taxes, if any, on the Common Properties and Facilities and have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

Section 2. (a) Additions to Existing Property in the Westbrooke Village area. Annexation of additional lands from the Westbrooke Village area shall require the assent of two thirds (2/3) of the Class A members called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

(b) If, prior to December 31, 1977, the developer should develop additional lands within Westbrooke Village such additional lands may be annexed to the properties without the assent of the Class A members; provided however, that the development of the additional lands described in this sections shall be in accordance with a general plan submitted to the Federal Housing Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file and the agency so advises the Association and the developer, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or

by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3. The Association shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

Section 4. Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as possible by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

## **ARTICLE VII**

### **BOARD OF TRUSTEES**

Section 1. The following named persons shall serve as Trustees until the first annual meeting of the members or such other meeting to elect Trustees:

Harry Berk

Stanley Schwartz, Jr.

Dorothy Palmer

Section 2. Vacancies in the Board of Trustees shall be filled by the majority of remaining Trustees, any such appointed Trustee to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

**ARTICLE VIII**  
**ELECTION OF TRUSTEES: NOMINATING COMMITTEE**  
**ELECTION COMMITTEE**

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Section 1. Election to the Board of Trustees shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. The nominations for election to the Board of Trustees shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Trustees shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member, the number of ballots being returned, and such other information as the Board of Trustees may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the following address:

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five members appointed by the Board of Trustees. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member identified on the outside envelope containing them; and

(b) that the signature of the member on the outside envelope is genuine.

Such procedure shall be taken in such manner that the vote of any member shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

## **ARTICLE IX**

### **POWERS AND DUTIES OF BOARD OF TRUSTEES**

Section 1. The Board of Trustees shall have power:

(a) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in this Code of Regulations shall be construed to prohibit the employment of any member, officer or Trustee of the Association in any capacity whatsoever.

(c) to establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(d) to adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.

(e) to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

(f) in the event that any member of the Board of Trustees of this Association shall be absent from three (3) consecutive regular meetings of the Board of Trustees, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Trustee to be vacant.

Section 2. It shall be the duty of the Board of Trustees:

(a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is required in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) as more fully provided in Article V of the Covenants applicable to the Properties:

(1) to fix the amount of the assessment against each lot (property) for each assessment period at least thirty days in advance of such date or period and, at the same time;

(2) to prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

(3) to send written notice of each assessment to every owner subject thereto.

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## **ARTICLE X** **TRUSTEES' MEETINGS**

Section 1. A regular meeting of the Board of Trustees shall be held quarterly, the first of which shall be held:

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Trustees shall be held when called by any officer of the Association or by any two trustees after not less than three (3) days' notice to each trustee.

Section 4. The transaction of any business at any meeting of the Board of Trustees, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the trustees not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Trustees shall constitute a quorum thereof.

## **ARTICLE XI** **OFFICERS**

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Trustees.

Section 2. The officers shall be chosen by majority vote of the Trustees.

Section 3. All officers shall hold office during the pleasure of the Board of Trustees.

Section 4. The president shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board of Trustees are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice-president shall perform all duties of the president in his absence.

Section 6. The secretary shall be ex officio the secretary of the Board of Trustees, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XIII, Section 3).

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, provided, however, that a resolution of the Board of Trustees shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice-president.

Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## **ARTICLE XII** **COMMITTEES**

Section 1. The standing Committees of the Association shall be:

The Nominations Committee  
The Recreation Committee  
The Maintenance Committee  
The Audit Committee

Unless other wise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Trustees for board contact. The committees shall be appointed by the Board of Trustees prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Trustees may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The treasurer shall be an ex officio member of the Committee.

Section 6. With the exception of the Nominations Committee, each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 7. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, trustee, or officer of the Association as is further concerned with the matter presented.

**ARTICLE XIII**  
**MEETINGS OF MEMBERS**

Section 1. The regular annual meeting of the membership shall be held on the first Monday of the month of February of each year, at the hour of 2:00 p.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, the vice-president, the secretary or the treasurer, or by any two or more members of the Board of Trustees, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully pre-paid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action governed by these Regulations. Any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties shall require a quorum as therein provided.

**ARTICLE XIV**  
**PROXIES**

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

**ARTICLE XV**  
**BOOKS AND PAPERS**

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

**ARTICLE XVI**  
**AMENDMENTS**

Section 1. These Regulations may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these Regulations which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions; and except that the Federal Housing Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Regulations, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Regulations, the Covenants and Restrictions shall control.

IN WITNESS WHEREOF, we, being all of the Trustees of the WESTBROOKE HOMES ASSOCIATION, have hereunto set our hands this 19<sup>th</sup> day of June, 1967.

*Signature on file*

\_\_\_\_\_  
Dorothy Palmer

*Signature on file*

\_\_\_\_\_  
Stanley Schwartz, Jr.

*Signature on file*

\_\_\_\_\_  
Harry Berk

## **DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION, made this 26<sup>th</sup> day of June, 1967, by WESTBROOKE COMPANY, a Limited Partnership organized under the laws of the State of Ohio, hereinafter called the "Developer."

### **WITNESSETH:**

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with common recreational facilities for the benefits of the said community, which facilities are situated upon the common properties; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common recreational facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common recreational facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Ohio, as a non-profit corporation, the WESTBROOKE HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid.

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

### **ARTICLE I** **DEFINITIONS**

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the WESTBROOKE HOMES ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to the Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on Exhibit A attached hereto and by reference and incorporation made a part hereof and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(g) "Developer" shall mean and refer to Westbrooke Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

(h) "Westbrooke Village" shall mean and refer to that area of land described upon Exhibit C attached hereto and by reference and incorporation made a part hereof.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Section 3, Town 4, Range 5 East, Madison Township, Montgomery County, State of Ohio, and is more particularly described on Exhibits A and B attached hereto and by reference and incorporation made a part hereof, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property in the Westbrooke Village Area. Annexation of additional lands from the Westbrooke Village area shall require the assent of two-thirds (2/3) of the Class A members, and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting

shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 3. Additions without Assent of the Class A Members. If, prior to December 31, 1977, the developer should develop additional lands within Westbrooke Village such additional lands may be annexed to the properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file and the agency so advises the Association and the developer, the development of the additional lands must have the assent of two-thirds (2/3) of the class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Supplementary Declaration of Covenants and Restrictions. The additions authorized under this section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B members shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on December 31, 1977.

From and after said date, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

#### **ARTICLE IV** **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to the Common Properties. The Developer hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first lot.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure, and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment

remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; provided however, until December 31, 1971, no such charges may be made.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot within The Properties by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment falls due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1973, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot. From and after January 1, 1973, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

Section 4. Special assessment for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessment. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on June 1, 1969. The assessment for 1969 shall be Seventy-Five Dollars (\$75.00).

The first annual assessment shall be made for the balance of calendar 1969 and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining months in that year bear to twelve (12).

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of that State of Ohio, upon the terms and to the extent of such legal exemption.

Any lot owned by the Developer or any person who has purchased the same for the construction of a house thereon other than for the purpose of occupancy by such purchaser, shall be subject to the assessments, charges and liens created herein at the rate of ten percent (10%) of that paid by other Owners.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**ARTICLE VI**  
**USE RESTRICTIONS**

1. No intoxicating or malt liquor shall be manufactured or sold on any lot.
2. The lots or combination or parts thereof, shall be used exclusively for residence purposes and not for any business or trade. No building shall be erected, altered, placed, or permitted to remain on any residential lots, other than one detached single family dwelling not to exceed two stories in height and a private garage. In the event that any of said residential lot or lots are re-divided, no building shall be erected, altered, placed or permitted to remain on any resulting residential plot of land having less than 10,000 square feet of area.
3. No dwelling shall be erected on any of said lots restricted for single family dwellings, which cost less than \$12,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be no less than 1,300 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story; provided, however, that a multi-story dwelling may have less than 800 square feet of ground floor area if the total living area on all floors shall not be less than 1,600 square feet. In split level houses, the sum of the two lowest levels used for living shall be deemed to be the ground floor area of the main structure.
4. No building shall be located on any lot herein conveyed nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat of said addition. No fence or wall shall be erected, placed, or altered on any of said lots nearer to any street or side street than the minimum building setback lines shown on said plat, and unless same shall be a hedge or shrub growth, shall not exceed six feet in height. The above covenant does not apply to steps, eaves or open porches.
5. No billboard, sign or advertising device other than one advertising professional services, not exceeding one square foot in size, or a "for sale" or "for rent" sign shall be erected, placed or suffered to remain on any said lots, 3except for the entrance gate to Westbrooke Village and signs affixed thereto.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time on any of said lots as a residence, either temporarily or permanently.
7. The finished grade of any lot or lots or parts thereof including easement areas shall comply with the finish grade and draining plan as set forth for the master plan of said addition.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, lots, or parts thereon, except that dogs, cats, or other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. No lot, lots or parts thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, brush or other waste material. All incinerators or other equipment for storage or disposal of all such rubbish, trash, garbage, brush or other waste material shall be kept in a clean and sanitary condition.

## **ARTICLE VII EASEMENTS**

There are hereby excepted and reserved from this grant, easements and rights-of-way in, over, and through strips of land across the Lots upon the recorded plat of Westbrooke Village and any additions thereto pursuant to the provisions of this Declaration, which easements are marked "easements" on the recorded plat thereof, and rights-of-way are reserved for the purposes noted on said plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, retard, or obstruct the direction of flow of drainage channels or water. The easement area of each Lot and all installations within it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

## **ARTICLE VIII GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, However, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change.

Section 2. Amendments, etc., to Article VI and VII. Notwithstanding the provisions of Section 1 of this Article, Articles VI and VII may, at any time, or from time to time, be amended or repealed, in whole or in part, by a recorded instrument filed by then Owners of more than one-half (1/2) of the lots.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of the date first above written.

WESTBROOKE COMPANY

BY Signature on file  
Harry Berk, General Partner

STATE OF OHIO  
COUNTY OF FRANKLIN, SS

BE IT REMEMBERED, that on this 26<sup>th</sup> day of June, 1967, before me, the subscriber, a Notary Public in and for said County, personally came the above name WESTBROOKE COMPANY, the developer in the foregoing Declaration, by Harry Berk, a General Partner, and acknowledged the signing of the same to be his voluntary act and deed for and as the act and deed of said partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year first aforesaid.

Signature on file  
Robert A. Tucker, Attorney-at-Law  
Notary Public- State of Ohio  
My commission has no expiration date  
Section 147 03 R.O.

This instrument prepared by:  
Stanley Schwartz, Jr., Esq.  
50 West Gay Street  
Columbus, OH 43215

**WESTBROOKE HOMES ASSOCIATION**  
**CLUB HOUSE RULES**  
**(Revised April, 2000)**

**CLUB HOUSE RENTAL**

- A. Requires a signed rental agreement.
- B. Requires a deposit and rental fee at the signing of the agreement.
- C. Requires the member to be in good standing (no outstanding dues or other penalties assessed) at the time of application.

**RENTAL FEES**

- A. Are refundable with written cancellation notice submitted within 14 days of the signed agreement.
- B. Are not refundable if date of rental is within 14 days of the signing of the agreement.
- C. Cancellation requests may be done in the following manners only:
  - 1. Personally delivered to the rental agent;
  - 2. Sent by certified mail and received within 14 days of the reservation. The address is:  
Trustee Board  
6155 Westford Road  
Dayton, OH 45426

**FRAUDULENT RENTALS**

- A. Renting as an adult for a minor (under 18 years of age).
- B. Renting for a member who is not in good standing.
- C. Renting for someone who is not a member.
- D. Failure to disclose the actual/true purpose of the rental.
- E. Conducting illegal activities of any kind.

**LIABILITIES**

A renter acknowledges that the Association does not provide liability coverage directly or indirectly through any insurance carrier which extends coverage to the renter or their guests.

**PARKING**

- A. The renter agrees to ensure that persons attending the function will park east of the pool building.
- B. Parking in the circular drive is prohibited. Unauthorized cars will be towed away at the renter's/owner's expense.

## **ALCOHOL**

- A. The renter will ensure no alcoholic beverages are served to minors or intoxicated guests.
- B. If any guests appear physically or mentally incapacitated or inhibited for any reason, the renter agrees to the following:  
  
Supervise their safe return home or to a medical facility by privately owned vehicle, ambulance or by contacting the police department for assistance.
- C. The Association recommends that no such guest be allowed to drive or leave the renter's activity without adequate care.

## **FIRE CODE**

The renter acknowledges and agrees to follow the local fire code which states that no more than 100 persons may occupy the facility at any one time.

## **ARRIVAL AND DEPARTURE**

- A. Arrival – 9:00 a.m. at the earliest.
- B. Departure – 2:00 a.m. at the latest.

## **KEYS**

- A. Keys must be placed in the drop box after exiting the club house. The drop box is located on the west side (outside) of the club house on the kitchen porch.
- B. The renter retains possession until the keys are returned or reported lost.

## **DECORATIONS**

- A. Renter may use masking tape or scotch tape on non-painted walls.
- B. No tacks or nails allowed!

## **FURNITURE**

- A. Return folding chairs and tables (neatly stacked) to the front room.
- B. Return furniture, lamps, fixtures, and rugs to their proper place.

## **TRASH**

Use the dumpster by the pool to properly remove refuse from the facility.

**CLEAN-UP**

- A. The renter agrees to thoroughly clean the facility, the parking areas, and the exterior grounds at then end of the function. Such clean-up must be completed by 2:00 a.m. of the night of the actual rental.
- B. The renter agrees to clean all ashtrays, trash cans, and dispose of debris and unwanted decoration.

**FINES AND PENALTIES**

The renter agrees to pay the following:

- 1. \$100.00 per day rental fee if possession of the facility is not returned by 7:00 a.m. the morning following the use of the facility.
- 2. Deposit forfeiture for any fraudulence.
- 3. Service fee for checks returned unpaid by their bank for any reason. Minimum amount of the fee is \$15.00.
- 4. Cleaning fees are \$35.00 for the first hour and \$15.00 for each hour thereafter. Partial hours are \$15.00.
- 5. Damages to Association property caused by the renter or their guests:
  - a. The renter must notify the Association in writing of the existence of any damage when possession is received. If not done, the renter agrees that any damage found when possession is returned occurred as a result of their guests.
- 6. If a fraudulent condition is discovered by the Association within seven (7) days of the rental agreement, the renter agrees the Association may cancel the agreement and deduct \$10 processing fee from any funds paid.
- 7. If a fraudulent condition is discovered by the Association after seven days prior to the rental, the renter agrees that the Association will, at the Trustees discretion, either charge the renter the correct rental fee plus a \$100.00 processing fee or will cancel the rental agreement and retain a \$75.00 processing fee.
- 8. The renter agrees that any persons remaining on the Association premises after 2:30 a.m. constitutes another day's rental at the current Association rental fee for such a function.

I, \_\_\_\_\_, have read all pages of the rental agreement which includes the attached club house diagram; and accept the terms and agree to faithfully abide by these terms.

Westbrooke Homes Association Agent: \_\_\_\_\_ Phone 837-8431

Date: \_\_\_\_\_ Rental date: \_\_\_\_\_

Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_ (Check No. \_\_\_\_\_)

<b><i>Function Type</i></b>	<b><i>Member Rate</i></b>	<b><i>Member Deposit</i></b>	<b><i>Non-Member Rate</i></b>	<b><i>Non-Member Deposit</i></b>
Family Oriented	\$50.00	\$100.00	\$200.00	\$100.00
Organizations	\$100.00	\$100.00	\$150.00	\$100.00
Commercial	\$100.00	\$100.00	\$150.00	\$100.00

Business, professional groups or individuals may rent the facility Monday through Thursday only by submitting a request to the Trustee Board at the following rate restrictions:

\$25/hour (2 hr. Minimum) \$150.00 deposit	Admit ½ hour before schedule	Departure ½ hr. after schedule	No food allowed Drinks only
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# **WESTBROOKE HOMES ASSOCIATION SWIMMING POOL RULES (Revised June, 1996)**

## **GENERAL**

Although provisions for the safety of bathers have been provided, Westbrooke Homes Association assumes no responsibility for the safety of anyone using the Pool.

Entrance to the Pool will be through the basket room. Members will be required to show their Membership Cards to enter the Pool area. The guard at the desk will collect all cards and keep them on file while you are at the pool. Anyone without a card will not be permitted to enter the pool area. Lost cards must be reported to the Pool Manager, and can be replaced at the cost of \$1.00.

## **NORMAL OPERATING HOURS**

12:00 noon to 9:00 p.m., Monday through Sunday. Exceptions to these times will be for private parties, Association functions, swim team functions, or inclement weather. Special functions will be posted on a calendar in the basket room.

## **POOL RULES**

1. The Pool Manager and the Lifeguard are in charge and will have complete control of the pool, with the authority to enforce all rules, including limiting the activities of anyone disturbing the safety or enjoyment of others.
2. Disciplinary System:
  - 1<sup>st</sup> Minor Offense -- Warning
  - 2<sup>nd</sup> Minor Offense -- 10 minute sit-down
  - 3<sup>rd</sup> Minor Offense -- 1 hour sit-down or ejection  
(re-admittance of child only when accompanied by parent)
3. All Safety Rules are posted at the pool. OBSERVE THEM!
4. No jeans or cut-offs are permitted in the pool. Please shower before swimming.
5. Report all injuries to the Pool Managers. The Pool office will have First Aid Supplies.
6. The Wading Pool is Not Guarded. Wading pool children must be accompanied by a responsible person at all times. Do not assume others will take responsibility for your child. Only children 5 years and under should be in the wading pool – older children may sit with the parent, but should not be in the pool.
7. There will be a 15 minute rest period each hour for those under 16 years of age.

8. Children 8 or under, who have not passed Beginner Swimming must be accompanied by a responsible person. If that person does not watch the children, the guards have the authority to ask them to leave. This will be strongly enforced. Our guards are here to protect our children, not baby-sit them.
9. Except for safety purposes, no Styrofoam, hard or sharp objects are allowed in the pool.
10. There is to be NO RUNNING OR PUSHING, no hanging on ropes or buoys, and no chewing gum in the pool area.
11. Association parties may take place during general hours. For private parties, there will be an hourly charge for guards, and reservations for the party pre-approved.
12. Rules are subject to change without notice, though every effort will be made to keep members informed in advance. New or modified rules will be posted in the basket room. Rules are made to protect, not penalize the members.
13. No responsibility will be assumed for valuables and personal belongings.
14. Dropping any trash on pool area grounds can result in a "one hour pick up" duty. There is no age limit attached to this rule. This rule has been added to help keep the pool area clean.

## **GUEST FEES AND POOL RENTAL**

For guests to use the Westbrooke Village Pool, they must be accompanied by a homeowner.

HOMEOWNERS AND FAMILY MEMBERS (Living within the development)	NO FEE
CHILDREN OF HOMEOWNERS (Living at home, away or married)	NO FEE
SPOUSES OF CHILDREN OF HOMEOWNERS	NO FEE
GRANDCHILDREN OF HOMEOWNERS	NO FEE

Spouses and grandchildren will be issued a special membership card to be used throughout the season.

Guest fees for non-family members will be as follows:

GUESTS 12 years of age and older	\$2.50 per day \$7.50 per week
GUESTS 4-11 years of age	\$2.00 per day \$6.00 per week
GUESTS under 4 years of age	NO FEE – Must be accompanied By an adult.

If you are having a guest in your home for an extended period of time, please contact the Pool Chairman, Ken Brown, 837-2781 to make long-term arrangements.

Private pool parties may be arranged through the Pool Managers (837-8431) or the Pool Chairman. Fees are \$35.00 per hour for up to 50 persons (one manager, one guard); \$45.00 per hour for 51 – 100 persons (one manager, two guards).

All Association members in good standing (all dues paid in full) who wish to use the pool must complete the enclosed registration form. Please return the form on opening day, or by June 6<sup>th</sup>, at the latest. This will enable the staff to process and distribute the membership cards.

Children under eight (8) years of age must be accompanied by an adult unless they have passed a Certified Swimming Course.

If you have any questions, they can be directed to our Pool Managers at 837-8431, or to Ken Brown, Pool Chairman at 837-2781.

**WE'RE LOOKING FORWARD TO A FUN AND SAFE SUMMER AT THE POOL. PLEASE JOIN US!! THANK YOU**